

CITY OF MUSKEGON

CITY COMMISSION MEETING

NOVEMBER 24, 2015

CITY COMMISSION CHAMBERS @ 5:30 P.M.

AGENDA

- ❑ **CALL TO ORDER:**
- ❑ **PRAYER:**
- ❑ **PLEDGE OF ALLEGIANCE:**
- ❑ **ROLL CALL:**
- ❑ **HONORS AND AWARDS:**
- ❑ **INTRODUCTIONS/PRESENTATION:**
- ❑ **CITY MANAGER'S REPORT:**
- ❑ **CONSENT AGENDA:**
 - A. **Approval of Minutes** City Clerk
 - B. **Gaming License Request from the Muskegon Senior High Band Parents Association** City Clerk
 - C. **Rezoning Request for the Property Located at 962 W. Sherman Avenue**
Planning & Economic Development Department
 - D. **Rezone Properties from I-2, General Industrial, to WI-PUD, Waterfront Industrial Planned Unit Development, on Portions of Causeway and Bank Street** Planning & Economic Development Department
 - E. **Permanent Traffic Control Orders – Removal of Traffic Signals and Installation of Stop and Speed Limit signs on and along Muskegon and Webster from 9th to Spring – Traffic Control Orders # 19 and # 20 – (2015)**
Department of Public Works
 - F. **Option to Purchase Land – 1640 Lakeshore Drive** City Manager
 - G. **Purchase of HUD Home at 2324 Park Drive** Community and Neighborhood Services Department
 - H. **Engineering Services Agreement with Hubbell, Roth & Clark, Inc.**
Engineering Department
 - I. **SEIU Clerical Union Contract Ratification** City Manager
 - J. **New Plow Truck** Department of Public Works

☐ **PUBLIC HEARINGS:**

A. Public Hearing & Approval of the Parks & Recreation Master Plan 2016 Update Planning & Economic Development Department

B. Public Hearing to Create a Special Assessment District in the Business Improvement District Planning & Economic Development District

☐ **COMMUNICATIONS:**

☐ **UNFINISHED BUSINESS:**

☐ **NEW BUSINESS:**

A. Midtown Square: Allen Edwin Homes – Contract Approval Planning & Economic Development Department

☐ **ANY OTHER BUSINESS:**

☐ **PUBLIC PARTICIPATION:**

- ▶ **Reminder: Individuals who would like to address the City Commission shall do the following:**
- ▶ Fill out a request to speak form attached to the agenda or located in the back of the room.
- ▶ Submit the form to the City Clerk.
- ▶ Be recognized by the Chair.
- ▶ Step forward to the microphone.
- ▶ State name and address.
- ▶ Limit of 3 minutes to address the Commission.
- ▶ (Speaker representing a group may be allowed 10 minutes if previously registered with City Clerk.)

☐ **CLOSED SESSION:**

☐ **ADJOURNMENT:**

ADA POLICY: THE CITY OF MUSKEGON WILL PROVIDE NECESSARY AUXILIARY AIDS AND SERVICES TO INDIVIDUALS WHO WANT TO ATTEND THE MEETING UPON TWENTY-FOUR HOUR NOTICE TO THE CITY OF MUSKEGON. PLEASE CONTACT ANN MARIE MEISCH, CITY CLERK, 933 TERRACE STREET, MUSKEGON, MI 49440 OR BY CALLING (231) 724-6705 OR TTY/TDD DIAL 7-1-1- TO REQUEST A REPRESENTATIVE TO DIAL (231) 724-6705.

Memorandum

To: Mayor and Commissioners

From: Frank Peterson

Re: City Commission Meeting

Date: November 24, 2015

There are a number of important items on the agenda this week. Accordingly, I thought you could use a little background as you prepare for our meeting.

1. Under the consent agenda, we are asking the Commission for approval of the following:
 - a. Last meeting's minutes.
 - b. Approval of a gaming request by the Muskegon Senior High Band Parents Association (bingo night).
 - c. A request to rezone the property at 962 W Sherman Ave to accommodate the new owner's plans for the facility. This request is recommended by both staff and the Planning Commission. The owner is in agreement with the change.
 - d. A request to rezone a number of properties related to the BC Cobb Plant to accommodate potential future port-related uses. This request is recommended by both staff and the Planning Commission. The owner is in agreement with the change.
 - e. A permanent traffic control order for Muskegon and Webster Avenues. The TCO will formalize the placement of stop signs as well as 30 MPH speed limit signs.
 - f. An option to purchase 1640 Lakeshore Drive (former Amoco Oil property). Redstone Commercial Investments, LLC plans to construct a recreational facility that would house baseball, softball, and other field sports. The facility would be designed to serve West Michigan, and not just Muskegon. There are a lot of moving parts in this potential deal, but before they can apply for certain funding sources, they need to demonstrate control of the property. This option will give them that control while they continue to raise funds. Staff feels that this could be a great benefit to the community – especially related to tourism and recreation.
 - g. Purchase of a home located at 2324 Park Drive. This home will be rehabilitated as part of CNS programming, and made available as an affordable housing unit.
 - h. An agreement for engineering services related to the extension of the Lakeshore Trail. The extension will run from ADAC Plastics to approximately the Frito Lay Building. No – it's not designed to accommodate easier snacking for ADAC

employees. ☺ One important item to note is that this will now be an off-road trail, and will no longer share space on the side of the road.

- i. Extension of the SEIU Clerical Workers Collective Bargaining Agreement through December 31, 2018. This agreement affects our front-line staff members. The agreement is designed to adjust their wages over the next three years in a manner that better reflects similar positions throughout the State of Michigan.
 - j. The purchase of a new plow truck at a price of \$84,292.85. This purchase is being made in conjunction with the State's annual bid process.
2. Public Hearings:
- a. We are seeking public input and commission approval of the 2016 Parks and Recreation Master Plan Update. There are very few changes from the original version.
 - b. We are holding a public hearing on the proposed Business Improvement District planned for downtown Muskegon. The Commission has already voted to create the BID and has appointed BID Board Members. The BID Board is recommending a one year assessment as presented in the accompanying paperwork.
3. New Business
- a. The only item we have for new business is the Midtown Square Development. We are seeking approval to enter into a construction contract with Allen Edwin Builders. The houses will be constructed per the HDC's requirements. We have had a great amount of community support for this project and have heard from cities across the state that they are watching closely, and are excited to see our level of success. Mary Jamison from Realtors Promoting Muskegon will be in attendance. We also expect to have Scott Sanderson or Jim Burns from AE Homes in attendance as well. Significant staff time has been invested in the project, in addition to approximately \$60,000 in land acquisition and site preparation costs. There are a significant number of attachments related to this development project in the packet this week. Assuming approval, AE will send building permits early next week, and SAFEbuilt has committed to turning them around before the Thanksgiving Holiday, which should allow AE to start construction before the end of the month. If we wait any longer, the cost for the 9 foundations will increase by approximately \$1,500 each to accommodate the cold weather.

If there are questions on any agenda items, please try to let staff know in advance, and we will be sure to have the appropriate data/research available at the meeting.

Date: November 17, 2015
To: Honorable Mayor and City Commissioners
From: Ann Marie Meisch, City Clerk
RE: Approval of Minutes

SUMMARY OF REQUEST: To approve minutes of the November 9, 2015 Worksession Meeting and the November 10, 2015 Regular City Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

City of Muskegon
City Commission Worksession
November 9, 2015
City Commission Chambers
5:30 PM

MINUTES

2015-83

Present: Commissioners German, Hood, Gawron, Johnson, Turnquist, and Spataro.

Absent: Commissioner Rinsema-Sybenga (arrived at 6:03 p.m.)

Lew Bender – Facilitator.

Lew Bender, Facilitator, asked Commissioners their impressions of Pere Marquette Park and Kruse Park.

Commissioners responded with their thoughts of Pere Marquette beach at this present time:

free
accessible
not filled with commercial items
tourism
retail
not cluttered
events
families
beautiful

Commissioners then shared their thoughts of what the beach needs in the future. Some of their ideas included:

food
amenities
more commercial development
summer rental
retail
events
playground equipment at the beach
Harris expansion at The Deck
more parking
more Lakeside retail
very family oriented
traffic control measures
small condos/seasonal rentals in the ovals
spread out rental area, not all in one area
could add angle parking where parallel parking south of water filtration plant.
new bathhouse with more than one vendor in it
boardwalk maintenance by the water filtration plant

The following information about the beaches was also discussed:

Approximately 30% of the visitors to the beach this summer were residents.

Most do not make purchases at the beach when they visit.

The Muskegon tax accommodations surpassed the \$1 million mark this past summer for the first time.

What are the ages of those using the beach? Believe it's younger people and families.

Staff indicated it cost about \$200,000 to maintain the beach on an annual basis.

Cost of a home on the beach – the smallest home is about \$229,000 on Beach Street.

Vice Mayor Spataro suggested a traffic circle at Beach & the water filtration location.

Commissioner Johnson believes there is potential for development on the actual beach at the end by the water filtration plant. He indicated it would be a good location for small cottages.

Commissioner German believes there should be a large development at the water filtration end of the beach.

Straightening out the street by the water filtration plant would leave space in the triangle for development.

Send out a request for proposals and see what ideas developers have.

Many Commissioners believe there is a possibility for some type of development at the ovals.

Items that Commissioners indicated they are not interested in at this time:

No development that blocks significant view. Interested in different options of housing, but not permanent housing.

Most Commissioners are not interested in paid parking at this time but overflow paid premium parking may be a possibility.

Kruse Park

Possibilities for Kruse Park include:

Development at south side of Bronson park including rentals.

On the north side with dog beach – something on top at the overlook – possibly a restaurant.

Dedicated parking for the dog beach.

Final thoughts:

Commissioner German - opportunity is there for potential development.

Commissioner Rinsema-Sybenga – top of the oval – there is a market out there we can test. What's offered and how much does it cost? Commercial development is helpful too.

Vice Mayor Spataro – enhance experience at the park. Keep it accessible and free. Keep the good things and expand what the parks do for the community. Build consensus.

Commissioner Hood – like the idea of rentals in the ovals and at Kruse Park. Stay open and free. Likes the idea of premium, paid parking. Bring more retail.

Commissioner Turnquist – prioritize where immediate potential is. Development at ovals and rentals at Bronson park.

Commissioner Johnson – need mix use of commercial and rental. Integrate Lakeside district and downtown. What happens at Sappi will impact this plan. Open to potential paid parking.

Mayor Gawron – enhancement will drive revenue. Request for Proposals will go out to professionals out there that will come back with something that is sustainable and doable. We will gather the public's input.

Adjournment.

Motion by Commissioner Hood, seconded by Commissioner Johnson to adjourn at 8:15 p.m.

MOTION PASSES

**Ann Marie Meisch, MMC
City Clerk**

CITY OF MUSKEGON

CITY COMMISSION MEETING

NOVEMBER 10, 2015

CITY COMMISSION CHAMBERS @ 5:30 P.M.

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, MI at 5:30 p.m., Tuesday, November 10, 2015.

Pastor Don Graham, Lakeside United Methodist Church, opened the meeting with prayer, after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Stephen Gawron, Vice Mayor Lawrence Spataro, Commissioners Hood, Rinsema-Sybenga, Turnquist, and Johnson. City Manager Franklin Peterson, City Attorney John Schrier, and City Clerk Ann Meisch.

Absent: Commissioner Willie German, Jr.

HONORS AND AWARDS:

A. Resolution – Recognition of JAAR Partnerships Fourth Year Participation in the “Good Buddy Bucks” Program Director of Public Safety

Resolution of Recognition presented to JAAR Partnerships for its participation in the fourth year of the “Good Buddy Bucks” program which rewards youth for displaying “Good Character” and allows youth to positively interact with law enforcement.

B. Nelson Adopt-A-Lot Program

The Mayor issued resolutions of recognition commending local organizations and citizens that are creating a spirit of community and commitment to neighborhoods through the Adopt-A-Lot Program.

C. Resolution – Recognition of Fall 2015 Citizen’s Academy Graduates Director of Public Safety

The Public Safety Director presented resolutions of recognition presented to Fall 2015 Citizen’s Academy Graduates for their faithful attendance, completion, and graduation from the 10 week program.

D. Years of Service Presentation for City Employees

Certificate of Appreciation presented to employees present.

2015-84 CONSENT AGENDA:

A. Approval of Minutes City Clerk

SUMMARY OF REQUEST: To approve minutes of the October 27, 2015 City Commission Meeting.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the minutes.

B. Demolition of 1785 Beidler – City “Grant” to Share in Costs Planning & Economic Development Department

SUMMARY OF REQUEST: Pat Bogner, owner of 1785 Beidler, is requesting “grant” assistance from the City in demolishing the commercial property next to her business, Wayne’s Deli (746 Laketon Ave). This property is not in the specific areas covered by the MSHDA Land Bank Demolition Grant. However, it is in a critical commercial corridor along Laketon Avenue where removal of the blighted building would make a positive impact. Therefore, staff is recommending a cost share for the demolition of the building. After demolition, the property will be landscaped to create a green space.

FINANCIAL IMPACT: The quote Ms. Bogner intends to accept, if a grant is received from the City, is from Press’ in the amount of \$8,720.00. It is recommended that the City pay \$4,360.00, or half the amount of the quoted price, which will be paid from the City’s current budget for building demolitions.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To accept the cost share with Ms. Bogner for the quote from Press’ in the amount of \$8,720.00, with the City to pay up to \$4,360.00 (or half the amount); with payment made after the demolition and landscaping of the property has been completed.

D. Bid Tabulation for Installation of Locker Room at L.C. Walker Arena City Manager and Finance Director

SUMMARY OF REQUEST: With the execution of the lease with Reeths-Puffer High School to use the L.C. Walker Arena for their varsity hockey, additional locker room space was required at the arena. Four bids were received from contractors to perform the work to construct a new locker room at the arena. A bid tabulation summary is attached. Grand Haven Construction was the lowest cost from the bids received. Therefore, based on cost and quality of work, staff requests the approval of Grand Haven Construction in the installation of the new locker room at the arena.

FINANCIAL IMPACT: Total proposed cost of \$37,540 to install new locker room.

BUDGET ACTION REQUIRED: Fiscal year 2015-16 budget included \$30,000 in the general fund for L.C. Walker Arena locker room improvements. FY2015-16 budget to be adjusted to reflect actual cost.

STAFF RECOMMENDATION: To approve the bid received from Grand Haven Construction for the installation of a new locker room at the L.C. Walker Arena.

E. Fireworks Delegation of Authority Agreement Director of Public Safety

SUMMARY OF REQUEST: The Director of Public Safety requests that the City Commission review and authorize the "Fireworks Delegation of Authority Agreement" for 2016.

The Bureau of Fire Services is seeking departments that are interested in applying for inspection delegation for Consumer Fireworks Retail Sales facilities (CFRS) under Section 19 of Public Act 256 of 2011. The delegation is for one year. The fire department would be responsible for conducting inspections of the permanent and temporary CFRS locations within the City of Muskegon. Entities that apply for delegation will receive 70% of the application fee that is paid for the consumer fireworks certificate (\$700.00 for permanent structure and \$420.00 for temporary structure).

Currently, the Muskegon Fire Department has two Certified Fire Inspectors that are qualified to perform this task. Application will be made upon acceptance by the City Commission.

FINANCIAL IMPACT: Positive financial impact as fees are paid to conduct inspections.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: The Director recommends approval of the 2016 Fireworks Delegation of Authority Agreement.

F. Sale of Buildable Vacant Lot at 163 Iona Planning & Economic Development Department

SUMMARY OF REQUEST: To approve the sale of a vacant buildable lot at 163 Iona Avenue to Craig Person to combine with his property at 169 Iona Avenue, Muskegon, Michigan. The lot is 66 x 132 feet and is being offered to Craig Person for \$800 plus the fee to register the deed.

FINANCIAL IMPACT: The sale of this lot will generate additional tax revenue for the City and will place the property back on the City's tax rolls thus relieving the City of continued maintenance costs.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the resolution and to authorize both the Mayor and the Clerk to sign said resolution and deed.

G. Amendment to the No Smoking Policy City Clerk

SUMMARY OF REQUEST: In 1993, the City adopted a No Smoking policy. In 2009, the City was required to adopt the Muskegon County Indoor Air Regulation. The Clean Indoor Air Regulation policy does not give a definition of smoking. The 1993 No Smoking policy does list a definition of smoking.

In the past several years, other “tobacco products” have come along. The Muskegon County Health Department has provided a current definition of “tobacco products” that have been added to the City’s No Smoking policy and those additions are highlighted in the proposed revision.

We are also requesting to change the language for violations to more accurately reflect the personnel rules currently in place.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To adopt the updated No Smoking Policy.

I. Roof Maintenance/Repair Central Station (Terrace St.)

Director of Public Safety

SUMMARY OF REQUEST: The Director of Public Safety requests that the Commission authorize the amount of \$19,200.00 for the roof repair to Central Fire Station. It was determined that the roof was leaking, causing damage to the roof structure and to the interior space of Central Dispatch. Roofing bids were requested and Free Spirit Construction Inc. was selected from the competitive bid process.

FINANCIAL IMPACT: Negative impact, exigent repair was unforeseen in this current budget year.

BUDGET ACTION REQUIRED: Repairs to Central Station roof will require 2nd quarter budget amendment of \$20,000.00 to include repair cost and/or any cost overage.

STAFF RECOMMENDATION: Staff recommends approval of this repair request.

J. Community Relations Committee Recommendation City Clerk

SUMMARY OF REQUEST: To concur with recommendations from the Community Relations Committee and to accept the resignation of Luther Dease from the Board of Review and accept the resignation of Emma Torresen from the Citizen’s District Council and to appoint Clinton Todd to the Board of Review and appoint David Wagner to the Citizen’s District Council.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To concur with the recommendations.

Motion by Commissioner Johnson, second by Commissioner Rinsema-Sybenga, to approve the consent agenda as read, with the exception of items C and H.

ROLL VOTE: Ayes: Hood, Spataro, Rinsema-Sybenga, Turnquist, Johnson, and Gawron

Nays: None

MOTION PASSES

2015-85 ITEMS REMOVED FROM THE CONSENT AGENDA:

C. Heritage Square Development LLC – Amendment to Construction Loan Note Finance Director

SUMMARY OF REQUEST: At the June 24, 2014 meeting, the Commission approved a Construction Loan Agreement, Commercial Construction Mortgage, Commercial Guaranty (Mr. Post's personal Guaranty), Security Agreement, Assignment of Rents and Leases, and Assignment of Plans and Specifications in order to loan \$500,000 to Heritage Square Development LLC for the construction of two townhouses at Heritage Square.

The construction of the two townhouses has now been completed. At this time, Heritage Square Development, LLC is proposing to repay the principal amount of \$500,000, plus interest accrued to October 30, 2015, by November 25, 2015, and the City would rebate the accrued interest paid on the condition that Heritage Square submits plans for one or more additional units contiguous to the townhouses currently constructed and foundations for the proposed unit(s) are poured no later than four weeks after the permits are approved by SafeBuilt.

FINANCIAL IMPACT: The \$500,000 borrowed from the City by Heritage Square, LLC will be repaid by the borrower and deposited back into the City's "economic development fund".

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the Amendment to Construction Loan Note and authorize the Mayor and Clerk's signatures on the documents.

Motion by Vice Mayor Spataro, second by Commissioner Turnquist, to approve the Amendment to Construction Loan Note and authorize the Mayor and Clerk's signatures on the documents.

ROLL VOTE: Ayes: Spataro, Rinsema-Sybenga, Turnquist, Johnson, Gawron, and Hood

Nays: None

MOTION PASSES

H. Purchase Agreement-Hippchen Property Planning & Economic Development Department

SUMMARY OF REQUEST: Tom and Dolly Hippchen of 325 Houston have agreed to sell the City a portion of their property. This property is needed to add to the adjacent City owned property so that four new homes can be built on Houston Avenue. The price for the property is \$12,000, with some additional costs associated with the relocation of the fences and landscaping.

FINANCIAL IMPACT: The cost for the property is \$12,000, with some minor costs associated with the relocation of fences and landscaping. However, by purchasing the additional property, it will enable the City to build four new homes on Houston Avenue. Without this additional property, the City would only

be able to have two buildable lots on Houston.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the Purchase Agreement between Tom and Dolly Hippchen and the City and to authorize staff to sign any necessary documents for the property transaction and to authorize the expenditures necessary for the fence and landscaping relocations.

Motion by Vice Mayor Spataro, second by Commissioner Turnquist, to approve the Purchase Agreement between Tom and Dolly Hippchen and the City and to authorize staff to sign any necessary documents for the property transaction and to authorize the expenditures necessary for the fence and landscaping relocations.

ROLL VOTE: Ayes: Rinsema-Sybenga, Turnquist, Johnson, Gawron, Hood, and Spataro

Nays: None

MOTION PASSES

2015-86 UNFINISHED BUSINESS:

- A. Concurrence with the Housing Board of Appeals Notice and Order to Demolish – 236 Washington (garage only)** Director of Public Safety - Item tabled at Commission Meeting on October 13, 2015, to be revisited on November 10, 2015.

SUMMARY OF REQUEST: This dangerous building case number EN2156683 for 236 Washington Avenue was tabled at the October 13, 2015 City Commission meeting so the owner could obtain the necessary permits to repair the garage at that location. The Commission ordered the structure be completely repaired on or before the City Commission meeting of November 10, 2015. A permit was obtained on October 29, 2015, but as of this date the repair work has not been completed as agreed upon.

FINANCIAL IMPACT: MSHDA Land Bank Grant

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To concur with the Housing Board of Appeals to demolish, and that it be demolished within thirty days or infraction tickets may be issued.

Motion by Vice Mayor Spataro, second by Commissioner Johnson, to concur with the Housing Board of Appeals decision to demolish, and that it be demolished within thirty days or infraction tickets may be issued.

Chief Lewis indicated that progress has been slow on this project but that permits have been pulled. He requested referral back to the Housing Board of Appeals. Vice-Mayor Spataro recommended tabling the matter until the first meeting in January.

Motion by Vice Mayor Spataro, second by Commissioner Hood, to table the item regarding the Housing Board of Appeals Notice and Order to Demolish 236 Washington (garage only) until the first regular meeting of 2016 on January 12, 2016.

ROLL VOTE: Ayes: Turnquist, Johnson, Gawron, Hood, Spataro, and Rinsema-Sybenga

Nays: None

MOTION PASSES

2015-87 NEW BUSINESS:

A. Transmittal of June 30, 2015 Comprehensive Annual Financial Report
Finance Director

SUMMARY OF REQUEST: The City's June 30, 2015 Comprehensive Annual Financial Report (CAFR) has been distributed to City Commissioners via email and hard copy. The CAFR is also available on the City's website at www.shorelinecity.com. The CAFR includes the annual independent auditor's report as required by state law. At this time the CAFR is being formally transmitted to the City Commission. The CAFR has been prepared in accordance with all current Governmental Accounting Standards Board (GASB) pronouncements and also includes the single-audit of federal grants received by the City.

FINANCIAL IMPACT: The CAFR report summarizes the City's financial activities for the year and includes the independent auditor's unmodified opinion on the City's financial statements.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Acceptance of the June 30, 2015 CAFR and authorization for staff to transmit the CAFR to appropriate federal, state, and private agencies.

Motion by Vice Mayor Spataro, second by Commissioner Johnson, to accept the June 30, 2015 CAFR and authorize staff to transmit the CAFR to appropriate federal, state and private agencies.

ROLL VOTE: Ayes: Johnson, Gawron, Hood, Spataro, Rinsema-Sybenga, and Turnquist

Nays: None

MOTION PASSES

B. Operations Management Contract and Liquor License Management Agreement – L.C. Walker Arena City Manager and Finance Director

SUMMARY OF REQUEST: On September 8, 2015, the City Commission authorized City staff to negotiate a contract with Tim Taylor (TWO T'S LLC) to manage the L.C. Walker Arena and Conference Center. The key terms are as follows:

- TWO T'S LLC, as an independent contractor, to oversee all operational aspects of the L.C. Walker Arena as the manager on behalf of the City;
- Operations Management Contract effective for a period of three years to terminate on September 1, 2018;
- Management Agreement – Liquor License coincides with the term of the Arena Management Agreement.

FINANCIAL IMPACT: Annual fixed fee of \$75,000 to be paid in equal payments of \$6,250 per month.

BUDGET ACTION REQUIRED: Current year budget will be adjusted to reflect this change.

STAFF RECOMMENDATION: To approve the Operations Management Contract and Management Agreement.

Motion by Commissioner Hood, second by Commissioner Johnson, to approve the Operations Management Contract and Management Agreement.

ROLL VOTE: Ayes: Hood, Spataro, Rinsema-Sybenga, Turnquist, Johnson, and Gawron

Nays: None

MOTION PASSES

C. Concurrence with the Housing Board of Appeals Notice and Order to Demolish – 329 Washington Director of Public Safety

SUMMARY OF REQUEST: This is to request that the City Commission concur with the findings of the Housing Board of Appeals that the structure located at 329 Washington is unsafe, substandard, and a public nuisance and that it be demolished within thirty days or infraction tickets may be issued. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder or staff may issue infraction tickets to the owner, agent, or responsible party if they do not demolish the structure.

FINANCIAL IMPACT: MSHDA Grant (pending their approval to proceed) or General Funds.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To concur with the Housing Board of Appeals decision to demolish.

Motion by Commissioner Johnson, second by Vice Mayor Spataro, to concur with the Housing Board of Appeals decision to demolish.

ROLL VOTE: Ayes: Gawron, Hood, Spataro, Rinsema-Sybenga, Turnquist, and Johnson

Nays: None

MOTION PASSES

2015-88 ANY OTHER BUSINESS:

A. Emergency Sewer Repair Department of Public Works

SUMMARY OF REQUEST: Authorize staff to enter into an agreement with Jackson Merkey Contractors to perform necessary emergency sewer repairs behind Betten Honda.

FINANCIAL IMPACT: Total Cost \$43,740.00

BUDGET ACTION REQUIRED: Will be addressed during the first quarter budget reforecast.

STAFF RECOMMENDATION: To approve staff to enter into an agreement for emergency sewer repairs with Jackson Merkey Contractors.

Motion by Vice Mayor Spataro, second by Commissioner Johnson, to authorize staff to enter into an agreement for emergency sewer repairs with Jackson Merkey Contractors.

ROLL VOTE: Ayes: Spataro, Rinsema-Sybenga, Turnquist, Johnson, Gawron, and Hood

Nays: None

MOTION PASSES

ADJOURNMENT: The City Commission Meeting adjourned at 7:04 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC
City Clerk

Date: November 17, 2015
To: Honorable Mayor and City Commissioners
From: Ann Marie Meisch, City Clerk
**RE: Gaming License Request from the Muskegon
Senior High Band Parents Association**

SUMMARY OF REQUEST: The Muskegon Senior High Band Parents Association is requesting a resolution recognizing them as a non-profit organization operating in the City for the purpose of obtaining a Gaming License. They have been recognized as a 501(c)(3) organization by the State.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval



Muskegon High School Music Department
80 W. Southern Ave., Muskegon MI 49441
231-720-2850 • FAX 231-720-2821

November 14, 2015

Muskegon City Commissioners,

Muskegon Senior High school band parent association would like to be put on the agenda for November 2015. The association is seeking permission to apply for a charitable gaming license from the State of Michigan to have a bingo night at select auditorium. The Association is a 501 3c group our EIN number is 38-2943709. We would have the Monday night game time of 4 PM – 11 PM.

Sincerely,
Tina Grennan

Treasurer

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

38-2943709

Date: MAY 24 1993

Employer Identification Number:
38-2943709

Contact Person:
JOSEPH LAUX

Contact Telephone Number:
(513) 684-3578

MUSKEGON SENIOR HIGH SCHOOL BAND
PARENTS ASSOCIATION
30 W SOUTHERN AVE
MUSKEGON, MI 49442

Accounting Period Ending:
May 31

Form 990 Required:
Yes

Addendum Applies:
No

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section 507(a)(3).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(3) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(3) organization.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Letter 947(DO/CO)



State of Michigan
Michigan Gaming Control Board
Office of the Executive Director
P.O. Box 30786
Lansing, MI 48909
Phone: (313) 456-4940
Fax: (313) 456-3405
Email: Millionaireparty@michigan.gov
www.michigan.gov/mgcb

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103(K)(ii))

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from _____ of _____,
NAME OF ORGANIZATION CITY

county of _____, asking that they be recognized as a
COUNTY

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for _____.
APPROVAL/DISAPPROVAL

APPROVAL

Yeas: _____

Nays: _____

Absent: _____

DISAPPROVAL

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____.
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

Commission Meeting Date: November 24, 2015

Date: November 19, 2015
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Rezoning Request for the Property Located at 962 W Sherman Ave

SUMMARY OF REQUEST:

Request to rezone the property at 962 W Sherman Ave from B-2, Convenience and Comparison Business district to B-4, General Business district by MJK Properties.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends approval of the rezoning.

COMMITTEE RECOMMENDATION:

The Planning Commission unanimously recommended approval of the request at their 11/12/15 meeting.

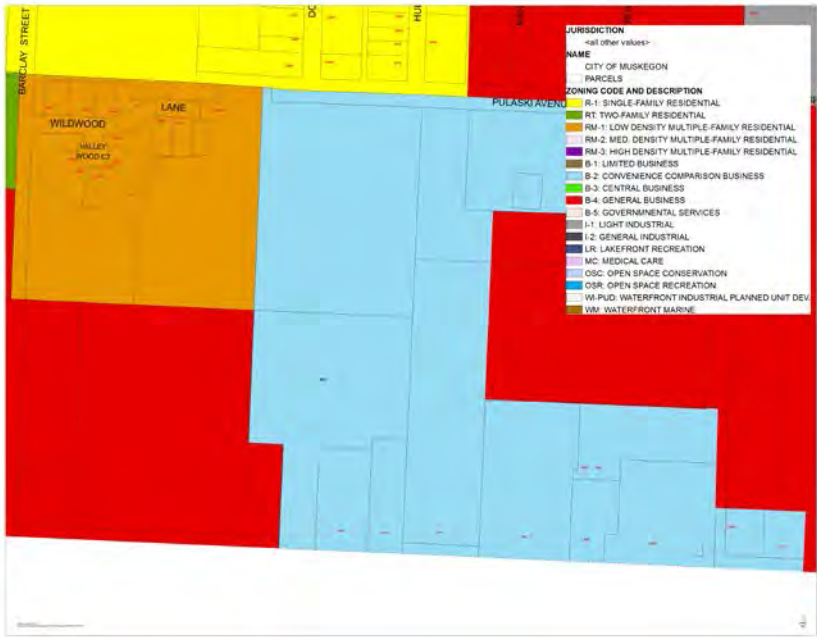
STAFF REPORT
November 12, 2015

Hearing, Case 2015-20: Request for a rezoning from B-2, Convenience & Comparison Business district to B-4, General Business District at 962 W Sherman Blvd, by MJK Properties.

BACKGROUND

1. The parcel is 4.47 acres and is T shaped, with a private drive that leads back to the building that is setback from the road about 450 feet. The building is roughly 12,240 sf.
2. Current tenants include Pack n' Ship and an Alcoholics Anonymous meeting place along with a couple vacant units. The new owner would like to develop a new building on-site behind the current building for boat and RV storage. Storage is not an allowed use in B-2 districts, but is allowed in B-4.
3. There are several acres of developable land still available on this parcel, although no new buildings or additions are being proposed at this time.
4. Please see the enclosed zoning excerpts regarding B-2 and B-4 uses.
5. Sherman Blvd is considered a major street and is the appropriate place for a B-4 district. The preamble to the B-4 district states: "Placement along presently developed major traffic arteries prevents the conflict of traffic and pedestrian movement since the General Business District is characterized by a minimum of pedestrian flow."
6. Notifications were sent to properties within 300 feet of this property and staff has not received any comments at the time of this writing.

Zoning Map



Aerial Map



CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. _____

An ordinance to amend the zoning map of the City to provide for a zone change for a property from B-2, Convenience and Comparison Business to B-4, General Business.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

The zoning map of the City of Muskegon is hereby amended to change the zoning for the following described property from B-2, Convenience and Comparison Business to B-4, General Business.

CITY OF MUSKEGON W 1/2 SE 1/4 SE 1/4 SEC 36 T10N R17W COM @ SE COR SD SEC TH N 89D 41M 10S W ALG S LN SD SE 1/4 A DIST OF 1140.71 FT TO POB TH CONT N 89D 41M 10S W ALG SD LN A DIST OF 100 FT TH N 00D 20M 54S W ALG W LN OF E 100 FT OF W 200 FT SD W 1/2 SE 1/4 SE 1/4 A DIST OF 300 FT TH N 89D 41M 10S W PAR WITH SD S LN SE 1/4 A DIST OF 100.09 FT THE N 00D 21M 28S W ALG W LN SD SE 1/4 SE 1/4 A DIST OF 382.64 FT TH S 89D 43M 53S E ALG S LN OF PROPOSED FUTURE DEVELOPMENT AREA OF WILDWOOD CREEK CONDO AS RECORD'D ON L3055M/343 A DIST OF 451.57 FT TH S 00 D 13M 48S E ALG W LN OF E 220 FT SD W 1/2 SE 1/4 SE 1/4 A DIST OF 332.98 FT TH N 89 D 41M 10S W PAR WWITH SD S LN SE 1/4 A DIST OF 100 FT TH S 00D 13M 48S E A DIST OF 55 FT TH N 89D 41M 19S W PAR WITH SD S LN OF SE 1/4 A DIST OF 150.62 FT TH S 00D 20M 54S E ALG E LN OF SD W 200 FT OF THE SE 1/4 OF SE 1/4 AS FOUND MONUMENTED A DIST OF 295 FT TO POB

This ordinance adopted:

Ayes: _____

Nays: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By: _____
Ann Meisch, MMC
City Clerk

CERTIFICATE (Rezoning of 962 W Sherman Ave from B-2 to B-4)

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 24th day of November, 2015, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with the Michigan Zoning Enabling Act, Public Acts of Michigan No. 33 of 2006, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2015

Ann Meisch, MMC
Clerk, City of Muskegon

Publish: Notice of Adoption to be published once within ten (10) days of final adoption.

CITY OF MUSKEGON
NOTICE OF ADOPTION

Please take notice that on November 24, 2015, the City Commission of the City of Muskegon adopted an ordinance amending the zoning map to provide for the change of zoning for the property from B-2, Convenience and Comparison Business to B-4, General Business:

CITY OF MUSKEGON W 1/2 SE 1/4 SE 1/4 SEC 36 T10N R17W COM @ SE COR SD SEC TH N 89D 41M 10S W ALG S LN SD SE 1/4 A DIST OF 1140.71 FT TO POB TH CONT N 89D 41M 10S W ALG SD LN A DIST OF 100 FT TH N 00D 20M 54S W ALG W LN OF E 100 FT OF W 200 FT SD W 1/2 SE 1/4 SE 1/4 A DIST OF 300 FT TH N 89D 41M 10S W PAR WITH SD S LN SE 1/4 A DIST OF 100.09 FT THE N 00D 21M 28S W ALG W LN SD SE 1/4 SE 1/4 A DIST OF 382.64 FT TH S 89D 43M 53S E ALG S LN OF PROPOSED FUTURE DEVELOPMENT AREA OF WILDWOOD CREEK CONDO AS RECORD'D ON L3055M/343 A DIST OF 451.57 FT TH S 00 D 13M 48S E ALG W LN OF E 220 FT SD W 1/2 SE 1/4 SE 1/4 A DIST OF 332.98 FT TH N 89 D 41M 10S W PAR WWITH SD S LN SE 1/4 A DIST OF 100 FT TH S 00D 13M 48S E A DIST OF 55 FT TH N 89D 41M 19S W PAR WITH SD S LN OF SE 1/4 A DIST OF 150.62 FT TH S 00D 20M 54S E ALG E LN OF SD W 200 FT OF THE SE 1/4 OF SE 1/4 AS FOUND MONUMENTED A DIST OF 295 FT TO POB

Copies of the ordinance may be viewed and purchased at reasonable cost at the Office of the City Clerk in the City Hall, 933 Terrace Street, Muskegon, Michigan, during regular business hours.

This ordinance amendment is effective ten days from the date of this publication.

Published _____, 2015

CITY OF MUSKEGON

By _____
Ann Meisch, MMC
City Clerk

PUBLISH ONCE WITHIN TEN (10) DAYS OF FINAL PASSAGE.

Account No. 101-80400-5354

Commission Meeting Date: November 24, 2015

Date: November 19, 2015
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
**RE: Rezone Properties from I-2 General Industrial, to WI-PUD -
Waterfront Industrial Planned Unit Development on Portions of
Causeway and Bank Street**

SUMMARY OF REQUEST:

Staff initiated request to rezone the properties located at 53 Bank St, 59 Bank St, 151 N Causeway, a portion of 131 N Causeway and a portion of 401 N Causeway from I-2, General Industrial to WI-PUD, Waterfront Industrial Planned Unit Development.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends approval of the rezoning.

COMMITTEE RECOMMENDATION:

The Planning Commission unanimously recommended approval of the request at their 11/12/15 meeting.

Planning Commission packet excerpt:

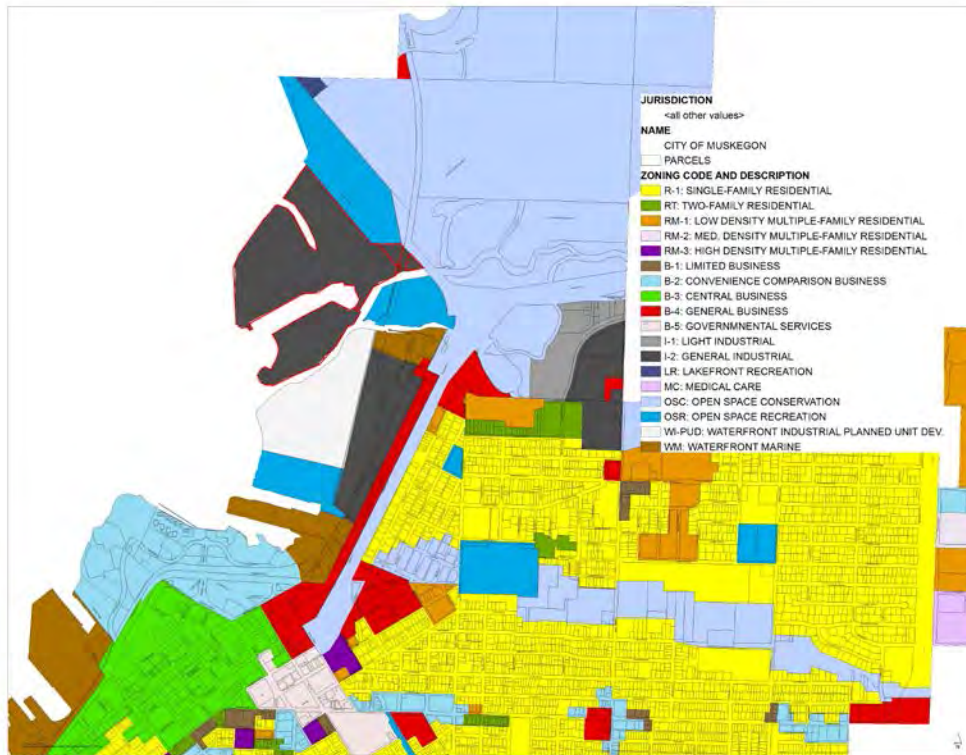
STAFF REPORT
November 12, 2015

BACKGROUND

1. There are five parcels in the City of Muskegon that Consumers Power utilizes for their operations:
 - 53 Bank St is owned by Consumers and measures 1.05 acres.
 - 151 N Causeway is owned by Consumers and measures 82.31 acres.
 - 59 Bank St is owned by Consumers and is 25.65 acres.
 - 131 N Causeway is owned by the State of Michigan and a small portion of the parcel is zoned I-2.
 - 401 N Causeway is owned by Muskegon County and only a small portion of its 49.58 acres is zoned I-2.

There are also parcels in North Muskegon that Consumers utilizes.
2. Staff is recommending rezoning to WI-PUD because it follows the recommendations of the City's Master Land Use Plan to move all port activity to the east end of the lake. This rezoning will ensure that any future project will have to utilize the port. Manufacturing dependent on port activity is allowed in the WI-PUD district, but manufacturing not dependent on port activity is not allowed. Also, all projects located in WI-PUD districts must be approved by Planning Commission. This will give the City the ability to regulate certain outdoor uses (i.e. outdoor storage) and minimize the blight that may be associated with such uses.
3. Consumers Power currently leases 59 Bank St to Verplank Dock for aggregate shipping/storage. This is an allowed use in WI-PUD zones and the rezoning will not make it a non-conforming use.
4. Please see the enclosed zoning excerpt from the WI-PUD districts.
5. Staff notified all properties within 300 feet of the parcels and has not received any comments. Consumers Power is in agreement with this rezoning and it is actually part of an agreement they have with the City in order to let some of the foundations remain as the buildings are demolished.

Zoning Map



Aerial Map



CITY OF MUSKEGON

MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. _____

An ordinance to amend the zoning map of the City to provide for a zone change for several properties from I-2, General Industrial to WI-PUD, Waterfront Industrial Planned Unit Development.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

The zoning map of the City of Muskegon is hereby amended to change the zoning for the following described properties from I-2, General Industrial to WI-PUD, Waterfront Industrial Planned Unit Development.

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 2 BLK 545 & THAT PT SW 1/4 SEC 17 T10N R 16W WLY OF CSX RR NLY OF MUSKEGON RIVER S CHANNEL & SELY OF MUSKEGON RIVER MIDDLE CHANNEL SUBJ TO ESMT GIVEN TO CITY OF MUSKEGON FOR LAKESHORE TR BIKE PATH

CITY OF MUSKEGON REVISED PLAT OF 1903 ENTIRE BLK 546

CITY OF MUSKEGON PART OF SECTIONS 17 & 18 T10N R16W BEG @ INTERS WLY LINE OF P M R R R/W WITH NLY LINE OF MUSKEGON RIVER MIDDLE CHANNEL TH NLY ALONG R R R/W TO SWLY LINE OF TRUNK LINE HWY US 31 TH NWLY ALONG SAID TRUNK LINE HWY TO SELY BDRY LINE OF THE CITY OF NORTH MUSKEGON TH SWLY ALONG SAID BDRY LINE TO MUSKEGON LAKE TH SLY ALONG SAID LAKE TO CENTER OF THE N CHANNEL OF MUSKEGON RIVER TH ELY ALONG SAID BDRY LINE TO POB SUBJ TO ESMTS GIVEN TO CITY OF MUSKEGON FOR LAKESHORE TRAIL BIKE PATH PROJECT

CITY OF MUSKEGON LAND IN THE CITY OF MUSKEGON LYING S OF THE CL THREAD OF CEDAR CREEK DESC AS FOL: THAT PT OF THE NW 1/4 SEC 17 & NE 1/4 SEC 18 T10N R16W LYING W OF RR ROW AND THAT PT OF NE 1/4 SEC 18 T10N R16 W LYING WITHIN THE CITY LIMITS EXC THE FOL DESC PARCELS THAT PT OF SEC 17&18 T10N R16W LYING S OF CITY OF N MUSKEGON LIMITS DESC AS BEG AT PT OF INT OF WLY LN OF PMRR ROW WITH NELY BDRY OF MUSKEGON RIVER CAUSEWAY TH NLY ALG WLY LN SD RRROW TO C/L OF CEDAR CREEK TH WLY ALG SD C/L TO INT WITH NELY BDRY OF MUSKEGON RIVER CAUSEWAY TH SELY ALG NELY LN OF CAUSEWAY TO POB AND ALSO EXC BEG AT INT OF WLY LN PMRR ROW AND NLY LINE MUSKEGON RIVER MIDDLE CHANNEL TH NLY ALG RR ROW TO SWLY LINE TRUNK LINE HWY US 31 TH NWLY ALG SD HWY TO SELY BDRY LINE OF CITY OF NORTH MUSKEGON TH SWLY ALG SD CITY BDRY LINE TO MUSKEGON LAKE TH SLY ALG LAKE TO CENTER OF N CHANNEL OF MUSKEGON RIVER TH ELY ALG SD BDRY LINE TO POB AND ALSO EXC ALL ROAD ROW WITHIN SAID PARCEL ENTIRE PARCEL ALSO DESC IN 1930 AS: BEING PART OF THE FOL PARCELS: BLK 48 LOT 10 & BLK 49 LOTS 1-3 BLK "D" REVISED PLAT OF THE CITY OF NORTH MUSKEGON ACCORDING TO THE RECORDED PLAT THEREOF ALSO THE W

CITY OF MUSKEGON THAT PART OF NE 1/4 OF SW 1/4 SEC 17 10 16 BOUNDED ON WEST BY C & O RR R/W ON S BY MUSKEGON RIVER & ON NELY SIDE BY U S 31

This ordinance adopted:

Ayes: _____

Nayes: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By: _____

Ann Meisch, MMC
City Clerk

CERTIFICATE

(Rezoning of 53 Bank St, 59 Bank St, 151 N Causeway, a portion of 401 N Causeway and a portion of 131 N Causeway from I-2 to WI-PUD)

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 24th day of November, 2015, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with the Michigan Zoning Enabling Act, Public Acts of Michigan No. 33 of 2006, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2015

Ann Meisch, MMC
Clerk, City of Muskegon

Publish: Notice of Adoption to be published once within ten (10) days of final adoption.

CITY OF MUSKEGON
NOTICE OF ADOPTION

Please take notice that on November 24, 2015, the City Commission of the City of Muskegon adopted an ordinance amending the zoning map to provide for the change of zoning for the properties from I-2, General Industrial to WI-PUD, Waterfront Industrial Planned Unit Development:

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 2 BLK 545 & THAT PT SW 1/4 SEC 17 T10N R 16W WLY OF CSX RR NLY OF MUSKEGON RIVER S CHANNEL & SELY OF MUSKEGON RIVER MIDDLE CHANNEL SUBJ TO ESMT GIVEN TO CITY OF MUSKEGON FOR LAKESHORE TR BIKE PATH

CITY OF MUSKEGON REVISED PLAT OF 1903 ENTIRE BLK 546

CITY OF MUSKEGON PART OF SECTIONS 17 & 18 T10N R16W BEG @ INTERS WLY LINE OF P M R R R/W WITH NLY LINE OF MUSKEGON RIVER MIDDLE CHANNEL TH NLY ALONG R R R/W TO SWLY LINE OF TRUNK LINE HWY US 31 TH NWLY ALONG SAID TRUNK LINE HWY TO SELY BDRY LINE OF THE CITY OF NORTH MUSKEGON TH SWLY ALONG SAID BDRY LINE TO MUSKEGON LAKE TH SLY ALONG SAID LAKE TO CENTER OF THE N CHANNEL OF MUSKEGON RIVER TH ELY ALONG SAID BDRY LINE TO POB SUBJ TO ESMTS GIVEN TO CITY OF MUSKEGON FOR LAKESHORE TRAIL BIKE PATH PROJECT

CITY OF MUSKEGON LAND IN THE CITY OF MUSKEGON LYING S OF THE CL THREAD OF CEDAR CREEK DESC AS FOL: THAT PT OF THE NW 1/4 SEC 17 & NE 1/4 SEC 18 T10N R16W LYING W OF RR ROW AND THAT PT OF NE 1/4 SEC 18 T10N R16 W LYING WITHIN THE CITY LIMITS EXC THE FOL DESC PARCELS THAT PT OF SEC 17&18 T10N R16W LYING S OF CITY OF N MUSKEGON LIMITS DESC AS BEG AT PT OF INT OF WLY LN OF PMRR ROW WITH NELY BDRY OF MUSKEGON RIVER CAUSEWAY TH NLY ALG WLY LN SD RRROW TO C/L OF CEDAR CREEK TH WLY ALG SD C/L TO INT WITH NELY BDRY OF MUSKEGON RIVER CAUSEWAY TH SELY ALG NELY LN OF CAUSEWAY TO POB AND ALSO EXC BEG AT INT OF WLY LN PMRR ROW AND NLY LINE MUSKEGON RIVER MIDDLE CHANNEL TH NLY ALG RR ROW TO SWLY LINE TRUNK LINE HWY US 31 TH NWLY ALG SD HWY TO SELY BDRY LINE OF CITY OF NORTH MUSKEGON TH SWLY ALG SD CITY BDRY LINE TO MUSKEGON LAKE TH SLY ALG LAKE TO CENTER OF N CHANNEL OF MUSKEGON RIVER TH ELY ALG SD BDRY LINE TO POB AND ALSO EXC ALL ROAD ROW WITHIN SAID PARCEL ENTIRE PARCEL ALSO DESC IN 1930 AS: BEING PART OF THE FOL PARCELS: BLK 48 LOT 10 & BLK 49 LOTS 1-3 BLK "D" REVISED PLAT OF THE CITY OF NORTH MUSKEGON ACCORDING TO THE RECORDED PLAT THEREOF ALSO THE W

CITY OF MUSKEGON THAT PART OF NE 1/4 OF SW 1/4 SEC 17 10 16 BOUNDED ON WEST BY C & O RR R/W ON S BY MUSKEGON RIVER & ON NELY SIDE BY U S 31

Copies of the ordinance may be viewed and purchased at reasonable cost at the Office of the City Clerk in the City Hall, 933 Terrace Street, Muskegon, Michigan, during regular business hours.

This ordinance amendment is effective ten days from the date of this publication.

Published _____, 2015

CITY OF MUSKEGON

By _____

Ann Meisch, MMC
City Clerk

PUBLISH ONCE WITHIN TEN (10) DAYS OF FINAL PASSAGE.

Account No. 101-80400-5354

I-2 General Industrial

ARTICLE XV - I-2 GENERAL INDUSTRIAL DISTRICTS

PREAMBLE

The I-2 General Industrial Districts are established primarily for manufacturing, assembling, and fabrication activities including large scale or specialized industrial operations whose external physical effects may be felt to some degree by surrounding districts. The I-2 District is so structured as to permit, in addition to I-1 Light Industrial District uses, the manufacturing, processing and compounding of semi-finished or finished products from raw materials.

SECTION 1500: PRINCIPAL USES PERMITTED

In an I-2 General Industrial District, buildings and land may be used for one (1) or more of the following specified uses, unless otherwise provided in this Article.

1. Any Principal Use Permitted in the I-1 District, subject to the requirements of this District.
2. Primary metal industries, including foundries, smelting and refining of metal or alloys, rolling and extruding plants.
3. Chemical plants whose manufacturing process produce products which are not hazardous materials as defined in the Fire Code.
4. Paper and pulp manufacturing.
5. Power generating plants.
6. Junk yards and scrap metal processing.
7. Rubber manufacturing or the remanufacturing of rubber products.
8. Medical Marihuana caregiver facilities to the extent licensed pursuant to City Code Sections 34-101 through 43-107 [03/11].
9. Uses similar to the above principal uses.

SECTION 1501: SPECIAL LAND USES PERMITTED

The following uses, and their accessory buildings and accessory uses, shall be permitted as a special land use if it is found to meet the standards outlined in Section 2332 of this Ordinance, subject to applicable conditions imposed by Ordinance or other reasonable conditions imposed by the Planning Commission:

1. Any use with outside storage of aggregate, sand or other soil, or raw materials used in a manufacturing process such as brick, tile manufacturing plants, asphalt and cement batch plants.
2. Gasoline storage facilities.
3. Bulk storage or the production of acetylene, natural gas, and oxygen or other highly explosive or toxic gases. The storage of such gases for use in a production process or of an industry, business, or health care facility shall not be considered bulk storage.
4. Chemical plants whose manufacturing process produce products which are hazardous materials as defined in the Fire Code.
5. Wind Turbine Facilities [10/09].
6. Uses similar to the above Special Land uses.

SECTION 1502: PLANNED UNIT DEVELOPMENTS

Planned developments may be allowed by the Planning Commission under the procedural guidelines of Section 2101. The intent of Planned Unit Developments in the I-2 General Industrial District is to allow mixed land uses, which are compatible to each other.

SECTION 1503: AREA AND BULK REQUIREMENTS [amended 4/00]

1. Minimum lot size: 43,560 sq. feet.
2. Maximum lot coverage:
Buildings: 85 %
Pavement: 25 %
3. Lot width: 150 feet (shall be measured at road frontage unless a cul-de-sac, then measured from setback).
4. Width to depth ratios: The depth of any lot(s) or parcel(s) shall not be more than three (3) times longer its width.
5. Height limit: 3 stories or 50 feet

Height measurement: In the case of a principal building, the vertical distance measured from the average finished grade to the highest point of the roof surface where the building line abuts the front yard, except as follows: to the deck line of mansard roofs, and the average height between eaves and the ridge of gable, hip, and gambrel roofs (see Figure 2-2). If the ground is not entirely level, the grade shall be determined by averaging the elevation of the ground for each face of the building (see Figure 2-4).

6. Front Setbacks: [amended 1/05]
 Minimum:
 Expressway or Arterial Street : 30 feet
 Collector or Major Street: 20 feet
 Minor Street: 10 feet
 7. Rear setback: 10 feet
 8. Setback from the ordinary high water mark or wetland: 75 feet (principal structures only).
 9. Side setbacks:
 1-story: 10 feet and 20 feet
 2-story: 15 feet and 25 feet
 3-story: 20 feet and 30 feet
- Note, setback measurement: All required setbacks shall be measured from the right-of-way line to the nearest point of the determined drip line of buildings. [amended 10/02]
10. Zero lot line option: New principal buildings may be erected on the rear lot line and/or one side lot line provided: [amended 10/02]
 - a. The building has an approved fire rating for zero-lot line development under the building code.
 - b. The building has adequate fire access preserved pursuant to fire code requirements.
 - c. The zero lot line side is not adjacent to a street.
 - d. A maintenance access easement is granted by the adjacent property owner and recorded with the County Register of Deeds and provided to the zoning administrator with the site plan or plot plan.
 - e. It is not adjacent to wetlands, or waterfront.
 11. All required side and rear setbacks shall be landscaped, greenbelt buffers, unless zero-lot-line is employed for a structure or fire access. At least fifty percent of all required front setbacks shall be landscaped and adjacent to the road right-of-way. An average minimum greenbelt of 10 feet shall be maintained along each street frontage. [amended 12/01, amended 10/02]

WI-PUD Waterfront Industrial Planned Unit Development

WI-PUD WATERFRONT INDUSTRIAL PLANNED UNIT DEVELOPMENT DISTRICTS [amended 10/12]

PREAMBLE

The Waterfront Industrial PUD district is established primarily for water-dependent, commercial shipping of bulk, general cargo, or container goods by freighter, bulk carrier, tanker, tug barge, or other similar commercial vessels. The WI-PUD District is intended to promote the consolidation of commercial port activities at the eastern terminus of Muskegon Lake because of its proximity to the interstate, established industrial uses, and isolation from residential zones. The intent is to localize this district to promote symbiotic relationships among industrial port activities and to discourage the expansion of such activities elsewhere along Muskegon Lake frontage. It is further the intent of this district to require planned unit developments for all projects to ensure a mix of port uses that enhances the industrial economic base of the city. The planned unit development tool shall be applied to promote flexibility in development and to enhance functional relationships among uses in the district.

The general categories of uses permitted in the WI-PUD district are associated with standard industrial classifications, major group industry 44, "Water Transportation" as found in the 1987 Standard Industrial Classification Manual prepared by the Executive Office of the President, Office of Management and Budget.

SECTION 1504: USES PERMITTED

The following uses, and their accessory buildings and accessory uses, shall be permitted as planned unit developments. Planned unit developments shall be reviewed and approved by the Planning Commission and City Commission subject to the conditions outlined below.

PRINCIPAL USES:

1. Water transportation of freight.
2. Railroad and auto passenger ferries.
3. Marine cargo handling; loading, unloading and stevedore facilities.
4. Marine terminal uses including ancillary inter-modal transportation operations.
5. Any use with outside storage of aggregate, limestone, coal, slag, salt, sand or other bulk materials shipped by commercial watercraft vessels and or barges.
6. Grain elevators.
7. Bulk and warehouse storage of goods shipped by commercial maritime vessels.

8. Towing and tugboat services for commercial freight water vessels.
9. Barge fleetling, mooring and servicing.
10. Lighterage.
11. Commercial engine and hull repair.
12. Marine dock, breakwater, harbor construction and repair contracting.
13. Marine dredging contractors.
14. Palletizing, decanning, container stripping and packing operations associated with maritime shipping and transport.
15. Bulk liquid facilities of non-hazardous materials.
16. Material recovery facilities that are entirely contained in buildings.
17. Commercial fishing facilities.
18. Manufacturing that is dependent on port facilities.
19. Any other uses which meet the intent of this district as deemed by the Planning Commission and City Commission; except that in no case shall a prohibited use be permitted.

ACCESSORY USES:

1. Docks, wharves, piers or transit sheds or related facilities used in connection with the transfer, handling, storage and transit and incidental processing of cargo from or to waterborne craft.
2. Truck or rail freight terminal supporting water freight transport.
3. Offices associated with port facilities and functions.
4. Parking decks.
5. Watchmen quarters employed on the premise.
6. Lift equipment to load and unload ships.
7. Weigh stations.
8. Lighthouse.

9. Fuel dock.
10. Seaplane base.

SECTION 1505: PROHIBITED USES

1. Asphalt batching.
2. Cement processing.
3. Storage of petroleum products stored in excess of 1,000 gallons.
4. Hazardous material or hazardous chemical storage or transport.
5. Ship cleaning.
6. Salvage yards, ship scrapping, dismantling and wrecking operations not wholly contained in buildings.
7. Livestock holding.
8. Marine Salvage.
9. Open storage of fertilizers, agricultural lime and other chemicals.
10. Billboards.

SECTION 1506: REVIEW STANDARDS

The Planning Commission shall approve, deny or modify preliminary planned unit development plans, based upon the site plan review and landscaping standards of this ordinance and the following standards below. Likewise, the City Commission shall approve, deny, or modify final planned unit development plans (after review and recommendation by the Planning Commission) based upon the following standards:

1. The uses proposed will have a beneficial effect, in terms of public health, safety, welfare, or convenience of any combination thereof, on present and potential surrounding land uses. The uses proposed will not adversely affect the public utility and circulation systems, surrounding properties, or the environment.
2. The uses proposed should be consistent with the land use plans adopted by the City.
3. The amount of open space provided is compatible with and meets the requirements of this ordinance, which the Planning Commission or City Commission may modify, even though such modifications do not conform to that required in other sections of this ordinance.

4. The amount of off-street parking areas is adequate, which the Planning Commission or City Commission may modify even though such modifications do not conform to that required in other sections of this ordinance.
5. The amount of landscaping and buffering areas provided are compatible with and meet the requirements of this ordinance, which the Planning Commission or City Commission may modify even though such modifications do not conform to that required in other sections of this ordinance.
6. The design provides for the protection or enhancement of significant natural, historical, or architectural features within the proposed development area.
7. The uses proposed will result in safe, convenient, uncongested and well defined vehicular and pedestrian circulation systems.
8. The land uses presented shall provide a mix of uses to perpetuate an economically viable, mixed use port.
9. The project shall demonstrate adequate support services for all activities.
10. Stockpiles of salt and agricultural lime must be covered or sufficiently isolated from the surface water to prevent leaching.
11. Aggregate, salt, lime, or soil stockpiling areas shall not occupy more than 50% of the site or district.
12. Truck freight terminals shall not occupy more than 30% of the site area or district. Trucks shall be stored a minimum of two hundred (200) feet from the ordinary high water mark.

SECTION 1507: AREA AND BULK REQUIREMENTS

The following are meant as general guidelines. Through the process of the Planned Unit Development process, the Planning Commission may determine that changes to the standards are appropriate to both meet the needs and objectives of the project and the city.

1. Minimum lot size: 43,560 sq. feet.
2. Maximum lot coverage:
 - Buildings: 75 %
 - Pavement: 25 %
3. Lot width: 150 feet (shall be measured at road frontage unless a cul-de-sac, then measured from setback).

4. Width to depth ratios: The depth of any lot(s) or parcel(s) shall not be more than three (3) times longer its width.

5. Height limit: 3 stories or 50 feet.

Height measurement: In the case of a principal building, the vertical distance measured from the average finished grade to the highest point of the roof surface where the building line abuts the front yard, except as follows: to the deck line of mansard roofs, and the average height between eaves and the ridge of gable, hip, and gambrel roofs (see Figure 2-2). If the ground is not entirely level, the grade shall be determined by averaging the elevation of the ground for each face of the building (see Figure 2-4).

6. Front Setbacks:

Minimum:

Expressway, Arterial Street or Major Street: 30 feet

Collector Street: 20 feet

Minor Street: 10 feet

7. Rear setback: 10 feet.

8. Setback from the ordinary high water mark or wetland: 75 feet (principal structures only).

9. Side setbacks:

1-story: 10 feet and 20 feet

2-story: 15 feet and 25 feet

3-story: 20 feet and 30 feet

Note, setback measurement: All required setbacks shall be measured from the right-of-way line to the nearest point of the determined drip line of buildings. [amended 10/02]

10. Zero lot line option: New principal buildings may be erected on the rear lot line and/or one side lot line provided: [amended 10/02]

- a. The building has an approved fire rating for zero-lot line development under the building code.
- b. The building has adequate fire access preserved pursuant to fire code requirements.
- c. The zero lot line side is not adjacent to a street.
- d. A maintenance access easement is granted by the adjacent property owner and recorded with the County Register of Deeds and provided to the zoning administrator with the site plan or plot plan.
- e. It is not adjacent to wetlands, or waterfront.

11. All required side and rear setbacks shall be landscaped, greenbelt buffers, unless zero-lot-line is employed for a structure or fire access. At least fifty percent of all required front setbacks shall be landscaped and adjacent to the road right-of-way. An average minimum greenbelt of 10 feet shall be maintained along each street frontage. [amended 12/01, amended 10/02]

Date: November 24, 2015

To: Honorable Mayor and City Commissioners

From: Department of Public Works

RE: Permanent Traffic Control Orders-Removal of Traffic Signals and Installation of Stop & Speed Limit Signs on/along Muskegon and Webster from 9th to Spring TCOs #19 and #20-(2015).

SUMMARY OF REQUEST:

Authorize staff to remove Traffic Signals and install Stop & Speed Limit Signs along and intersecting Muskegon and Webster Avenues per Traffic Control Orders #19 and #20-(2015).

FINANCIAL IMPACT:

Cost incorporated into the reconstruction of Muskegon and Webster Avenues.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Authorize staff to remove and install various traffic control devices per Traffic Control Orders #19 and #20-(2015).

COMMITTEE RECOMMENDATION:

City of Muskegon

Traffic Control Order

No. 19-(2015)

The following regulatory sign(s) shall be Installed/Removed at/from the location(s) specified below under location in accordance with the Michigan Manual of Uniform Traffic Control.

Device/Regulatory Sign(s) to be Installed/Removed: *Remove Traffic Signals on Muskegon Avenue @ 7th, 4th, 2nd, Jefferson, Pine and Spring Streets and install Stop Signs at 7th, 5th and Spring Streets on Muskegon Avenue. Install Stop Signs on 6th, 4th, 2nd, Jefferson, Pine and Spring Streets as they intersect Muskegon Avenue and install a 30-MPH Speed Limit Signs.*

Location: *Muskegon Avenue from 9th to Spring Street and intersecting streets along Muskegon Avenue.*

Recommendation:

_____ Date: ____/____/____
Director of Public Works

_____ Date: ____/____/____
Police Chief

_____ Date: ____/____/____
City Manager

Commission Approval (required for Permanent TCO only):

_____ Date: ____/____/____
Commission Action #

Installation/removal

Date assigned: ____/____/____ By: _____
Traffic Supervisor

Date completed: ____/____/____ By: _____
Traffic Department Employee

☐ **Temporary**; does not require Commission Action, good for 90-days from Installation/Removal Date.

☐ **Permanent**; requires Commission Action

City of Muskegon

Traffic Control Order

No. 20-(2015)

The following regulatory sign(s) shall be Installed/Removed at/from the location(s) specified below under location in accordance with the Michigan Manual of Uniform Traffic Control.

Device/Regulatory Sign(s) to be Installed/Removed: *Remove Traffic Signals on Webster Avenue @ 7th, 4th, 2nd and Jefferson Streets and install Stop Signs at 7th and 5th Streets on Webster Avenue. Install Stop Signs on 6th, 4th, 2nd and Jefferson Streets as they intersect Webster Avenue and install a 30-MPH Speed Limit Signs.*

Location: *Webster Avenue from 9th to Spring Street and intersecting streets along Webster Avenue.*

Recommendation:

_____ Date: ____/____/____
Director of Public Works

_____ Date: ____/____/____
Police Chief

_____ Date: ____/____/____
City Manager

Commission Approval (required for Permanent TCO only):

_____ Date: ____/____/____
Commission Action #

Installation/removal

Date assigned: ____/____/____

By: _____
Traffic Supervisor

Date completed: ____/____/____

By: _____
Traffic Department Employee

☐ **Temporary**; does not require Commission Action, good for 90-days from Installation/Removal Date.

☐ **Permanent**; requires Commission Action

CITY COMMISSION MEETING

Date: November 24, 2015
To: Honorable Mayor and City Commissioners
From: Frank Peterson, City Manager
Re: Option to Purchase Land – 1640 Lakeshore Drive

SUMMARY OF REQUEST: A group of investors is interested in developing an outdoor sports facility on city-owned property at 1640 Lakeshore Drive. The group's intention is to provide space for baseball, softball, soccer, and other related field sports. The group has requested an option valid through September 4, 2016 at a cost of \$1.00, with the intention of raising \$1 Million to develop the site.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends approving the option to give the group enough time to undertake planning and fundraising efforts.

COMMITTEE RECOMMENDATION:

OPTION AGREEMENT

This Agreement is made on _____, 2015, between **City of Muskegon**, a municipal corporation, 933 Terrace Street, Muskegon, MI 49443-0536 ("City") and Redstone Commercial Investments, LLC, 15526 Linn Court, Spring Lake, Michigan ("Buyer") with reference to the following facts:

Background

- A. City owns certain real estate located at 1640 Lakeshore Drive, Muskegon, Michigan and commonly referred to as the Amoco Property or Amoco Tank Farm that is legally described on Exhibit A ("Premises").
- B. Buyer desires to obtain an option to purchase Owner's interest in the Premises for use as one or more baseball field(s) on the terms and conditions of this Agreement.
- C. City is willing to sell the Premises to Buyer on the terms and conditions of this Agreement.

Therefore, the parties agree as follows:

1. **Grant of Option.** Owner grants to Buyer the option to purchase its interest in the Premises on the terms set forth in this Agreement ("Option"). Buyer may record a memorandum of the Option with the Muskegon County Register of Deeds.
2. **Period of Option.** The term of this Option shall commence on the date this Agreement is executed and shall continue until 5:00 p.m. on September 4, 2016 ("Option Period").
3. **Exercise of Option.** Buyer may exercise the Option at any time during the Option Period by providing notice as required below and acceptable proof in the sole discretion of the City that Buyer has raised or has commitments totaling \$1 million, or more, for the construction of one or more baseball field(s) on the Premises. If Buyer elects to exercise the Option, it shall deliver written notice of its intention to exercise the Option and proof of the financial commitments to Owner. Delivery of the notice shall be made according to the provisions of paragraph 6(a).
4. **Option Price.** The purchase price for the Option is \$1 ("Option Price") and shall be paid in full upon execution of this Option. In the event Buyer fails to exercise the Option during the Option Period, the Option Price shall be retained by Owner.
5. **Terms of Purchase.** In the event Buyer exercises the Option, the sale and purchase of Owner's interest in the Premises shall be on the following terms:
 - a. **Purchase Price.** The purchase price shall be \$1, less credit for the Option Amount.

b. **Costs.** Buyer shall be responsible to pay the Michigan state and county transfer taxes in the amount required by law. City shall be responsible to pay for the recording of any instrument which must be recorded to clear title to the extent required by the purchase agreement. Buyer shall pay for the cost of recording the Quit Claim Deed, which is to be delivered at closing. Buyer shall pay for an owner's policy of title insurance in the amount Buyer elects.

c. **Property Taxes and Assessments.** All taxes that are due and payable at the time of closing, if any, shall be paid by Seller prior to or at closing, without proration. All taxes which become due and payable after closing shall be the responsibility of Buyer, without proration. Buyer shall pay any existing assessments that are due and payable, or a lien or both, on the Premises on or before closing.

d. **Inspection Period.** Buyer may, prior to the date of closing, conduct such inspections, investigations, surveys, appraisals, tests, feasibility studies, and determinations of the Premises as Buyer, in its sole discretion, shall desire in order to determine that the condition of the Premises is acceptable and that the Premises is suitable for Buyer's intended uses as one or more baseball fields ("Due Diligence Investigation"). The cost of the Due Diligence Investigation shall be paid for by Buyer. The Due Diligence Investigation shall be completed within a reasonable time, not to exceed 60 days ("Inspection Period") after execution of this Agreement by both parties. Owner shall obtain the consent to access the Premises for the purposes of the Due Diligence Investigation.

e. **Title Insurance.** City shall order an owner's policy of title insurance issued by the Transnation Title Insurance Company, 570 Seminole Road, Suite 102, Muskegon, Michigan 49444 ("Title Company") in the standard A.L.T.A. form, without the standard exceptions, certified to the date of closing, in the amount of the purchase price that shows that City has good and marketable title to the Premises, keep easements and encumbrances of record. Buyer may raise any objections to the exceptions or encumbrances shown on the commitment within 20 days after Buyer receives the commitment by giving written notice to City. If Buyer raises a title objection, Buyer shall not be required to close this transaction unless City cures the objection or Buyer waives its objection. If City elects to cure the objection, City shall take action to remove the exception or the encumbrance from the chain of title, in order to remove it from the commitment and the policy. The title insurance policy shall include a tax lien search certified to the date of closing.

f. **Representations, Covenants and Warranties of City.** City represents, covenants and warrants the following to be true:

i. **Authority.** City has the power and authority to enter into and perform their obligations under this Agreement.

ii. **Title to Premises.** City has good and marketable title to the Premises except as set forth in this Agreement.

iii. **Litigation.** There is no material litigation or proceeding either

pending or threatened against or relating to City or the Premises.

g. **Date of Closing.** Unless the parties otherwise mutually agree, the closing shall be held on or before 30 days from the date Buyer exercises the Option. The closing shall be held at the Title Company or at another location mutually agreeable to the parties.

h. **Deliveries.** At closing, City shall execute and deliver to Buyer a Quit Claim deed for the Premises. The Quit Claim Deed shall include the following provision:

PROVIDED, HOWEVER, Buyer, or its assigns, shall construct on the Premises four baseball fields, along with such other amenities as are appropriate for baseball fields. Construction of the baseball field and amenities, which will need to comply with applicable zoning ordinances, site plan review and construction permits, shall be qualified for the issuance of final inspection reports no later than 30 months after the date of closing on the acquisition of the Premises ("Certification Period"). In the event the final inspection reports have not been issued within the Certification Period, the Premises and all improvements then installed shall revert in title to the City, without any liens and without any compensation or credit to the Buyer.

This deed is subject to those representations and warranties, which survive closing, provided for in the Option Agreement between the parties dated November 24, 2015 and the Purchase Agreement between the parties dated ____, 20__.

These covenants and conditions shall run with the land.

The parties shall execute and deliver all other documents reasonably necessary to complete the transaction contemplated by this Agreement.

i. **Risk of Loss.** Until the time of closing, risk of loss because of the damage to or destruction of any improvements located on the Premises shall be solely that of City. In the event the improvements located on the Premises are damaged prior to the date of closing, and are not repaired by City prior to closing, Buyer may elect to terminate this Agreement or Buyer may elect to continue this Agreement in which event City shall assign to Buyer any insurance proceeds to be received by City because of said damage or other destruction.

6. **General Provisions.**

a. **Notice.** All notices and other deliveries required under this Agreement shall be made and given to the appropriate party at the address set forth above or at such other address as may hereafter be specified by written notice from time to time. Notices shall be effective on the date of receipt, if given by hand, express delivery or recognized courier service. Notices given by certified mail shall be deemed effective three business

days after the date of deposit in an authorized postal facility, as shown by its receipt for certified mail.

b. **Assignment.** Buyer may not assign its rights in the Option to any other entity, without the prior written consent of the City.

c. **Successors.** All terms and conditions of this Agreement shall be binding upon the parties, their successors and assigns.

d. **Governing Law.** This Agreement is executed in accordance with, shall be governed by, and construed and interpreted in accordance with the laws of the State of Michigan.

e. **Entire Agreement.** This Agreement shall constitute the entire agreement, and shall supersede any other agreements, written or oral, that may have been made or entered into, by and between the parties with respect to the subject matter of this Agreement and shall not be modified or amended except in a subsequent writing signed by the party against whom enforcement is sought.

This Agreement was executed on the date set forth above.

CITY OF MUSKEGON

By _____
Stephen J. Gawron, Mayor

CITY OF MUSKEGON

By _____
Ann Marie Meisch, Clerk

BUYER

By _____

MEMORANDUM OF OPTION

PLEASE TAKE NOTICE that on _____, 2015, City of Muskegon, of 933 Terrace Street, Muskegon, MI ("City") and _____, of _____, _____, MI ("Buyer") executed an option to purchase certain the real estate located in the City of Muskegon, Muskegon County, Michigan, and legally described on Exhibit A.

The term of the Option commences on _____, 2015 and shall continue to 5:00 p.m. on March 4, 2015.

This memorandum is being executed for recording purposes, to give public notice of the existence of the option.

CITY:

BUYER:

CITY OF MUSKEGON

By: _____
Name: Stephen J. Gawron
Title: Mayor
Dated: _____, 2015

By: _____
Name: _____
Title: _____
Dated: _____, 2015

CITY:

CITY OF MUSKEGON

By: _____
Name: Ann Marie Meisch
Title: Clerk
Dated: _____, 2015

STATE OF MICHIGAN)
COUNTY OF MUSKEGON)

Subscribed and sworn to before me this ____ day of _____, 2015, by Stephen J. Gawron,
Mayor, City of Muskegon.

_____, Notary Public
Muskegon County, Michigan
Acting in Muskegon County, Michigan
My Commission Expires:

STATE OF MICHIGAN)
COUNTY OF MUSKEGON)

Subscribed and sworn to before me this ____ day of _____, 2015, by Ann Marie Meisch,
Clerk, City of Muskegon.

_____, Notary Public
Muskegon County, Michigan
Acting in Muskegon County, Michigan
My Commission Expires:

STATE OF MICHIGAN)
COUNTY OF _____)

Subscribed and sworn to before me this ____ day of _____, 2015, by _____,
_____ Buyer.

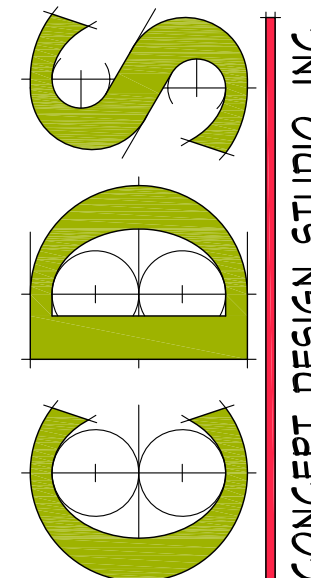
_____, Notary Public
_____ County, Michigan
Acting in _____ County, Michigan
My Commission Expires:

Prepared by and when recorded return to:
John C. Schrier
Parmenter O'Toole
P.O. Box 786
Muskegon, MI 49443

Exhibit A
Legal Description



CONCEPT DESIGN STUDIO, INC.
800 E. ELLIS ROAD, SUITE 503
NORTON SHORES, MI 49441
PH. (231) 799-4233
FAX (231) 799-4837



NEW BASEBALL COMPLEX FOR:
LAKESIDE BASEBALL
MUSKEGON, MICHIGAN

PROJECT # 0000-14

ISSUANCES

REVISIONS

DRAWN BY KYL

SHEET TITLE
**PRELIMINARY
SITE PLAN**

SHEET NO.

C1.01

Commission Meeting Date: November 24, 2015

Date: November 17, 2015

To: Honorable Mayor and City Commission

From: Community and Neighborhood Services Dept.

RE: Purchase of HUD Home at 2324 Park Drive

SUMMARY OF REQUEST: To approve the purchase of a HUD home located at 2324 Park Drive in Campbell Neighborhood for the price of \$45,000 (*Forty Five Thousand Dollars*).

After the sale, CNS will rehabilitate the single family dwelling as part of the HOME funded Home Buyers Program.

FINANCIAL IMPACT: The funding used for the purchase and rehabilitation will come from 2015 HOME funds.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the request to purchase the property.

COMMITTEE RECOMMENDATION: None needed

Residential Pending Customer Detail Report**2324 Park Drive, Muskegon, MI 49441****\$45,000**

Last Modified:
 10/09/15
Area: Muskegon
County: MI
Municipality:
 Muskegon City
Lot Dimensions:
 55x100x70x102
Waterfront Y/N: No
Water Access Y/N: No

Property Sub-Type: Single Family
New Construction: No
Sub-Area: M70 - City of Muskegon
 W of Seaway Drive
County: Muskegon
Possession: Day of closing
Tax ID #: 6124830000000200
Road Frontage: 55

Status: Pending
List Price: \$45,000
List Price/SqFt: \$34.04
Lot Acres: 0.2397
Lot Square Footage: 10,441

Body of Water:
Water Frontage:

Directions: Take Sherman West, North on Barclay to Vincent, then West on Park to home

Cross Streets: Sherman & Hackley

	Upper	Main	Lower	Bsmt	Total
Bedrooms	0	2	0	0	2
Full Baths	0	1	0	0	1
Half Baths	0	1	0	0	1
Fin/Level	0	1,322	0	0	1,322 (Finished All Levels)
Total Sqft			0	0	1,322 (Sqft Above Grade)

ROOMS/DIMENSIONS/LEVELS

Design: Ranch **Year Built:** 1973
Stories: 1 **Water:** Public
Manufactured Y/N: No **Sewer:** Public
Total Fireplaces: 1 **Driveway:** Paved
Master on Main: Yes **Laundry on Main:** Yes

of Rms Above Grade:

4

Legal: CITY OF MUSKEGON VINCE-ANN SUBLT2
Taxable Value: 34,476
Annual Property Tax: 1,647.49
School District: Muskegon

SEV: 35,500
Tax Year: 2014
Zoning: R-1

For Tax Year: 2015
Homestead %: 100
Special Assmt/Type: None Known

High School:
Middle School:
Elementary School:

Terms Available: Cash/Conventional; FHA Water Type: Street Type: Exterior Material: Brick; Wood Manufactured Details: Roofing: Comp Shingle Windows: Substructure: Crawl Space Garage Type: 1 Lot Description: Level Appliances: Built in Oven; Cook Top; Dishwasher; Microwave Additional Items: Assoc. Amenities: Accessibility Feat:	Water Fea. Amenities: Exterior Features: 3 Season Room; Patio Landscape: Sale Conditions: REO/Bank Owned Outbuildings: Pool: Util Avail at Street: Assoc. Fee Incl.: Utilities Attached:	Heat Type: Forced Air Heat Source: Natural Gas Air Conditioning: Central Fireplace: Gas Log; Living Kitchen Features: Access Feat: Accessibility Features: No
--	---	--

Marketing Remarks: HUD Home. Stop by to take a look at this cute ranch home! This home offers 2 bedrooms, 1 1/2 baths, main level laundry, and 1,322 sq. ft. of finished living space. Other features include a gas fireplace, eat-in kitchen, three season room, and air conditioning. Outside you will find a nice sized yard and storage shed. Disclosures: Property is NOT located in a FEMA Special Flood Hazard Area but is listed as a moderate to low flood risk. Please refer to www.FloodSmart.gov for additional information regarding flood zones and insurance, UK-FHA 203K Eligible financing availability is subject to buyer's appraisal. LBP Addendum.

All information deemed materially reliable but not guaranteed. Interested parties are encouraged to verify all information. Copyright 2015 MichRIC, LLC All rights reserved. The property on this sheet has been made available on 11/17/2015 2:54 PM and may not be listed by the office/agent presenting this information.

MUSKEGON CITY COMMISSION

RESOLUTION TO APPROVE THE PURCHASE OF
HUD PROPERTY AT 2324 PARK DRIVE

WHEREAS, the City of Muskegon is dedicated to the redevelopment of its neighborhoods and;

WHEREAS, the City of Muskegon is dedicated to promoting high quality affordable single-family housing in the community and;

WHEREAS, the City of Muskegon is dedicated to promoting homeownership throughout its neighborhoods;

NOW THEREFORE, BE IT RESOLVED that the City Commission hereby approves the purchase of the property at 2324 Park Drive by the City of Muskegon. The Community and Neighborhood Services Department will rehabilitate a single-family home to sell to a qualified buyer through the Home-Buyer Program.

Adopted this 24th of November, 2015.

Ayes:

Nays:

By _____
Stephen J. Gawron, Mayor

By _____
Ann Marie Meisch, MMC City Clerk

Date: November 24, 2015
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Engineering Services Agreement with Hubbell, Roth & Clark, Inc.

SUMMARY OF REQUEST:

Authorize staff to enter into an engineering services agreement with Hubbell, Roth & Clark, Inc. out of Grand Rapids to perform the design and construction engineering for the section of trail between Keating at Port City Blvd. and the Musketawa Trail at an estimated cost of \$21,845.

The recommendation for HRC was arrived at after reviewing two other proposals from Westshore Engineering for \$22,880 and from Fleis & Vandenbrink Engineering for \$34,300.

FINANCIAL IMPACT:

The engineering fee and the construction cost will be paid for via an MDNR grant the City had secured a while back.

BUDGET ACTION REQUIRED:

None at this time

STAFF RECOMMENDATION:

Authorize staff to enter into an engineering services agreement with HRC.

COMMITTEE RECOMMENDATION:

CITY COMMISSION MEETING – NOVEMBER 24, 2015

TO: Honorable Mayor and City Commissioners

FROM: Frank Peterson, City Manager

DATE: November 24, 2015

RE: SEIU Unit 1 – Clerical Contract

SUMMARY OF REQUEST:

SEIU Unit 1 currently has approximately 20 members, with most of them classified as Customer Service Representatives. These are the city's front-line team members, and handle important tasks for the Treasurer's office, as well as the City Clerk, CNS, Police, and Public Works departments. The group's current collective bargaining agreement is set to expire on December 31, 2016. The contract calls for a wage opener to determine wages effective January 1, 2016. As part of the wage negotiations, city staff and unit bargaining team members tentatively agreed to extend the current agreement for two additional years with the following changes:

1. 2.5% wage increase effective January 1, 2016
2. Creation of a 12th pay step effective January 1, 2017
3. Creation of a 13th pay step effective January 1, 2018
4. Changes to the merit step system for pay steps after step 4
5. Increase the employer match to the employee HSCP from 1% to 3%
6. New expiration date of December 31, 2018

FINANCIAL IMPACT:

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To thank the members of SEIU Unit 1 for their hard work and dedication to the citizens of Muskegon and approve the tentative agreement; and authorize the Mayor and Clerk to sign the contract.

COMMITTEE

RECOMMENDATION: None.

Date: November 24, 2015

To: Honorable Mayor and City Commissioners

From: DPW/Equipment

RE: New Plow Truck

SUMMARY OF REQUEST:

The Equipment Division is requesting permission to purchase one new plow truck from West Michigan International the Mi-Deal State contract holder.

FINANCIAL IMPACT:

\$84,292.85

BUDGET ACTION REQUIRED:

None. This is the amount budgeted for.

STAFF RECOMMENDATION:

Authorize staff to purchase (1) one new plow truck from West Michigan International, LLC



Commission Meeting Date: November 24, 2015

Date: November 17, 2015
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department
RE: Public Hearing & Approval of the Parks & Recreation Master Plan 2016 Update.

SUMMARY OF REQUEST: In order to seek grant money to update or improve on our parks; we must have an approved Parks and Recreation Plan submitted and approved by the State. The plan would be active for the maximum 5 years allowed by the State. Therefore, staff has worked on updating the plan and had the first public hearing before the Planning Commission on August 13, 2015. In addition, minor changes were included as well as updates to existing parks being added.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To hold a public hearing and for the City Commission to adopt the "Muskegon Parks & Recreation Master Plan 2016" updates and authorize the Mayor & Clerk to sign any documents necessary to the updates and to forward the plan to the MDNR for final approval.

COMMITTEE RECOMMENDATION: The Planning Commission held a public hearing and recommended approval at their regular meeting of August 13, 2015.

Resolution No. _____

MUSKEGON CITY COMMISSION

**CITY OF MUSKEGON
RECREATION PLAN UPDATE
RESOLUTION OF ADOPTION**

WHEREAS, the City of Muskegon has undertaken a Parks and Recreation Plan Amendment which describes changes to the Five Year Parks and Recreation Plan and indicates actions to be taken to improve and maintain recreation facilities during the next five year period; and

WHEREAS, a public comment session was held November 24, 2015 at City Hall, 933 Terrace St. to provide an opportunity for citizens to express opinions, ask questions, and discuss all aspects of the Recreation Plan Update; and

WHEREAS, after the public meeting, the City of Muskegon City Commission voted to adopt said Recreation Plan Update; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Muskegon City Commission hereby adopts the City of Muskegon "Muskegon Parks and Recreation Master Plan 2016" Recreation Plan Amendment.

Adopted this 24th day of November, 2015.

AYES:

NAYS:

ABSTAIN:

By: _____
Stephen Gawron, Mayor

Attest: _____
Ann Marie Meisch, City Clerk

Commission Meeting Date: November 24, 2015

Date: November 16, 2015
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department
RE: Public Hearing to Create a Special Assessment District in the Business Improvement District

SUMMARY OF REQUEST: The Downtown Business Improvement District (BID) Board has requested a special assessment district for downtown properties. The assessments will go towards various downtown expenditures, including snow removal on sidewalks, spring/fall cleanup and landscaping, holiday decorating, banners & directional signs, marketing/advertising and art. The BID assessment includes both a "Class A" and a "Class B" district (see attached list).

FINANCIAL IMPACT: The total estimated cost of services within the BID is \$128,467.36 of which approximately 97% (\$124,864.32) will be paid by the special assessment to property owners, with the remaining cost being paid by the City.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To create the special assessment district as outlined and assign two City Commissioners to the Board of Assessors by adopting the attached resolution.

CITY OF MUSKEGON

Resolution No. _____

Resolution At First Hearing Creating Special Assessment District
For Downtown Muskegon Business Improvement District (BID)
Location and Description of Properties to be assessed:
See Exhibit A attached to this resolution

RECITALS:

1. By resolution of the City Commission, a hearing has been held on November 24, 2015, at 5:30 p.m. at the City Commission Chambers. Notice was given by mail and publication as required by law.
2. That estimates of costs of the project, a feasibility report and valuation and benefit information are on file with the City and have been reviewed for this hearing.
3. At the hearing held on November 24, 2015, there were _____ objections by the owners of the property in the city registered at the hearing either in writing received before or at the hearing or by owners or agents present at the hearing, and the Commission has considered the advisability of proceeding with the project.

FINDINGS:

1. The City Commission has examined the estimates of cost, including all assessable expenses, and determines them to be reasonable.
2. The City Commission has considered the value of the property to be assessed and the value of the benefit to be received by each property to be assessed in the district for downtown improvements and services. The City Commission determines that the assessments of costs of the City project will enhance the value of the property to be assessed in an amount at least equivalent to the assessment and that the improvement thereby constitutes a benefit and remove a burden from the property associated with the services and improvements to the property.

THEREFORE, BE IT RESOLVED:

1. The City Commission hereby declares a special assessment district to include all of the property included in Exhibit A.
2. The City Commission determines to proceed with the special assessment.

3. The City Commission hereby appoints a Board of Assessors consisting of City Commissioners _____ and _____ and the City Assessor who are hereby directed to prepare an assessment roll. Assessments shall be made upon a benefit basis.
4. It is hereby determined that, based on the estimates of cost for services and improvements downtown, the City will levy a special assessment in the said district on "Class A" Properties, as defined in the BID Bylaws, for an annual assessment of \$0.08/sf with no assessment to exceed \$3,000 and "Class B" Properties, as defined in the BID Bylaws, for an annual assessment of \$0.02/sf with no assessment to exceed \$3,000 commencing with the Winter 2015 tax bill.
5. Upon submission of the special assessment roll, the City staff is hereby directed to notify all owners and persons interested in properties to be assessed of the hearing at which the City Commission will consider confirmation of the special assessment roll.

This resolution adopted.

Ayes _____

Nays _____

CITY OF MUSKEGON

By _____
Ann Marie Meisch, Clerk

CERTIFICATION

This resolution was adopted at a meeting of the City Commission, held on _____, 2015. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public acts of 1976.

CITY OF MUSKEGON

By _____
Ann Marie Meisch, Clerk

Exhibit A

Location and Description of Properties to be Assessed

Parcel	Address	Owner	Number	Street	City	State	ZIP	SF_of_Lot	Assessment	%_of_Assessed_Properties	Class
24-205-318-0001-10	683 W Western	Grand Trunk LLC	1007	Moorings Ct.	North Muskegon	MI	49445	2254	180.32	0.000749828	A
24-205-316-0007-00	605 W Western	Western Ave LLC	605	W. Western Ave.	Muskegon	MI	49440	3354	268.32	0.001115759	A
24-205-316-0008-00	607 W Western	Western Ave LLC	605	W. Western Ave.	Muskegon	MI	49440	4486	358.88	0.001492336	A
24-205-316-0009-10	609 W Western	EMP LLC	16149	Baird Ct.	Spring Lake	MI	49456	2744	219.52	0.000912834	A
24-205-316-0005-00	593 W Western	Muskegon Lakeview Condos LLC	17234	Robbins Dr.	Grand Haven	MI	49417	10920	873.60	0.003632705	A
24-205-316-0004-00	591 W Western	NEBA LLC	5691	17 Mile Rd.	Cedar Springs	MI	49319	3360	268.80	0.001117755	A
24-205-316-0001-00	587 W Western	EBEE Properties LLC	1685	68th St. SE	Caledonia	MI	49316	12320	985.60	0.004098436	A
24-205-315-0006-00	563 W Western	3M Investments LLC	565	W. Western Ave. STE B	Muskegon	MI	49440	9235	738.80	0.003072164	A
24-205-315-0005-00	561 W Western	Musk. Heritage Assoc	561	W. Western Ave.	Muskegon	MI	49440	5487	438.96	0.001825334	A
24-205-315-0004-00	555 W Western	Ingalls Real Estate Acquisition LLC	3736	S. Baker St.	Muskegon	MI	49444	11823	945.84	0.003933102	A
24-205-315-0005-10	557 W Western	CBT Enterprises LLC	1003	W. Main St.	Fremont	MI	49412	1185	94.80	0.000394208	A
24-205-315-0003-00	545 W Western	Babbitt E C/P R Trust	4473	Cherrywood Ct.	Muskegon	MI	49441	13860	1108.80	0.004610741	A
24-205-315-0001-00	521 W Western	Babbitt E C/P R Trust	4473	Cherrywood Ct.	Muskegon	MI	49441	13860	1108.80	0.004610741	A
24-205-314-0001-10	477 W Western	475 W Western Ave. LLC	1887	Holton Rd. STE D-279	Muskegon	MI	49445	1500	120.00	0.000498998	A
24-205-313-0006-00	451 W Western	Corepark Investments LLC	111	W. Western Ave.	Muskegon	MI	49442	9240	739.20	0.003073827	A
24-205-313-0005-10	435/441 W Western	PH Holding LLC		PO Box 388	Muskegon	MI	49443	12904	1032.32	0.004292713	A
24-233-000-0008-00	379 W Western	Sidock Properties LLC	45650	Grand River Ave.	Novi	MI	48374	22542	1803.36	0.007498941	A
24-204-000-0000-00	333 W Western	New Trend Investment LLC	8868	Water St.	Montague	MI	49437	9280.54	742.44	0.003087314	A
24-205-175-0006-00	121 W Western	First General Credit Union	589	E. Ellis Rd.	Muskegon	MI	49441	16005	1280.40	0.005324308	A
24-205-175-0001-00	111 W Western	J E Real Estate Co. LLC	75	W. Walton Ave.	Muskegon	MI	49440	27142	2171.36	0.009029201	A
24-205-555-0001-00	100 W Western	Thebo Joyce M Revocable Living Trust	45995	Meadow Circle E.	Macomb	MI	48044	16103	1288.24	0.005356909	A
24-233-000-0006-00	350 W. Western	Western Ave. Properties LLC	4460	Deer Creek	Muskegon	MI	49441	4889.49	391.16	0.001626564	A
24-233-000-0005-00	356 W Western	Century Club Development LLC		PO Box 732	Muskegon	MI	49443-0732	5581.67	446.53	0.001856828	A
24-233-000-0004-00	360 W Western	Russell Block Dev LLC		PO Box 732	Muskegon	MI	49443-0732	7805.11	624.41	0.002596489	A
24-233-000-0025-00	376 W Western	Russell Block Dev LLC		PO Box 732	Muskegon	MI	49443-0732	3172.95	253.84	0.00105553	A
24-432-000-0000-00	380 W Western	Muskegon Chamber Building LLC	300	Washington Ave. STE 200	Grand Haven	MI	49417	15289.9	1223.19	0.005086419	A
24-205-566-0009-00	428 W Western	Parkland Hudsonville LLC	75	W. Walton Ave. #A	Muskegon	MI	49440	11648	931.84	0.003874885	A
24-205-566-0013-00	442 W Western	G&Z Properties LLC	442	W. Western Ave.	Muskegon	MI	49440	2741.2	219.30	0.000911902	A
24-205-566-0014-00	446 W Western	446 W Western Ave. LLC	446	W. Western Ave.	Muskegon	MI	49440	4168.6	333.49	0.001386749	A
24-205-567-0001-10	450 W Western	450 W Western LLC	4880	Rambling Creek Dr.	Muskegon	MI	49441	7858.22	628.66	0.002614157	A
24-205-567-0001-20	490 W Western	Port City CIO BLDG	490	W. Western Ave.	Muskegon	MI	49440	7195.14	575.61	0.002393573	A
24-205-567-0001-40	500 W Western	500 W. Western Ave. LLC		PO Box 1051	Matthews	NC	48201	9448.16	755.85	0.003143075	A
24-205-321-0004-00	699 W Clay	WWG Holdings LLC	665	W. Clay Ave.	Muskegon	MI	49441	27580	551.60	0.009174909	B
24-205-321-0001-00	665 W Clay	WWG Holdings LLC	665	W. Clay Ave.	Muskegon	MI	49441	27720	554.40	0.009221482	B
24-205-322-0005-00	639 W Clay	L&K Company LLC	2964	Lakeshore Dr. W201	Muskegon	MI	49441	17424	1393.92	0.00579636	A
24-205-322-0003-00	623 W Clay	L&K Company LLC	2964	Lakeshore Dr. W201	Muskegon	MI	49441	18388	1471.04	0.006117049	A
24-205-322-0002-00	611 W Clay	BRIMO LLC		PO Box 177	Muskegon	MI	49443	9147.6	731.81	0.003043089	A
24-205-323-0006-00	585 W Clay	J&J Corner Properties LCC	585	W. Clay Ave.	Muskegon	MI	49440	5247	419.76	0.001745495	A
24-205-323-0005-00	579 W Clay	J&J Corner Properties LCC	585	W. Clay Ave.	Muskegon	MI	49440	4636	370.88	0.001542236	A
24-205-328-0001-00	275 W Clay	Press Development LLC	8081	Holton Duck Lake Rd	Holton	MI	49425	59400	3000.00	0.019760318	A
24-205-330-0004-00	173 W Clay	Doom Investments LLC	2034	Lakeshore Dr.	Muskegon	MI	49441	6864	549.12	0.002283415	A
24-205-330-0002-00	165 W Clay	165 Clay LLC	1042	Terrace St.	Muskegon	MI	49442	4997	399.76	0.001662328	A
24-205-176-0005-00	121 W Clay	Jillian & Jordan LLC	675	Richmond NW	Grand Rapids	MI	49504	4884	390.72	0.001624737	A
24-205-176-0003-00	103 W Clay	William Noordyk Trust	2700	Kenowa NW	Grand Rapids	MI	49544	5874	469.92	0.001954076	A
24-205-175-0020-00	98 W Clay	James Searer	908	N. Sandalwood Cir	Muskegon	MI	49441	1881	150.48	0.000625743	A
24-205-175-0018-00	118 W Clay	Verizon INC		PO Box 152206	Irving	TX	75015	17424	348.48	0.00579636	B
24-205-310-0016-00	216 W Clay	Hennessey's Properties LLC	1074	Jefferson St.	Muskegon	MI	49440	14828.26	1186.26	0.004932847	A
24-138-000-0101-00	297 W. Clay #101	Corwin Law and Conculting PLC	2049	Carter Dr.	Muskegon	MI	49441	1018.98	81.52	0.0003	A

Parcel	Address	Owner	Number	Street	City	State	ZIP	SF_of_Lot	Assessment	%_of_Assessed_Properties	Class
24-138-000-0104-00	297 W. Clay #104	Janski LLC		PO Box 1225	Muskegon	MI	49443	1261.26	100.90	0.0004	A
24-205-317-0009-10	600 W Clay	Mill Street Group LLC	35	Research Dr. STE 300	Ann Arbor	MI	48103	2464	197.12	0.000819687	A
24-205-318-0008-00	650 W Clay	MJ Downtown Properties LLC	5142	Evanston Ave.	Muskegon	MI	49442-4852	4800	97.68	0.001596793	B
24-205-318-0001-00	664 W Clay	MJ Downtown Properties LLC	5142	Evanston Ave.	Muskegon	MI	49442-4852	77614	1552.28	0.025819484	B
24-205-330-0010-00	136 W Webster	Nick Leisenring & Tim Updyke	1101	West St.	Muskegon	MI	49442	17424	1393.92	0.00579636	A
24-205-176-0012-00	66 W Webster	NW American Real Estate LLC	2648	E. White Lake Dr.	Twin Lake	MI	49457	5676	113.52	0.001888208	B
24-205-187-0007-00	71 W Webster	Karen J. Fethke Trust	1201	Mills Ave.	Muskegon	MI	49445	14700	1176.00	0.00489018	A
24-205-333-0001-00	221 W Webster	Huntington Bank		PO Box 182334	Columbus	OH	43218-2334	92696	3000.00	0.030836742	A
24-205-351-0005-00	275 W Muskegon	Lemmen Pontiac & FM EQ	13	Randall	Coopersville	MI	49404	17424	1393.92	0.00579636	A
24-205-187-0018-00	20 W Muskegon	Ridge Point Community Church	340	104th Ave.	Holland	MI	49423	36960	2956.80	0.012295309	A
24-205-331-0001-00	122 W Muskegon	McDonalds Corp		PO Box 182571	Columbus	OH	43218-2571	42125	3000.00	0.014013525	A
24-205-563-0008-10	372 Morris	Morris STLLC	425	W. Western Ave. Suite 200	Muskegon	MI	49440	313632	3000.00	0.10433448	A
24-205-563-0008-11	340 Morris	Muskegon GSA LLC	6641	West Broad St. STE 101	Richmond	VA	23230	47579.91	3000.00	0.015828185	A
24-792-000-0001-00	316 Morris	Hinman Lake LLC	750	Trade Centre Way STE 100	Portage	MI	49002	239828	3000.00	0.079782451	A
24-205-118-0013-00	8 W Walton	8 W Walton LLC	8	W. Walton Ave.	Muskegon	MI	49440	9240	739.20	0.003073827	A
24-205-189-0010-00	896 Pine	Eudora B Wilson JR	8812	62nd Ave	College Park	MD	20740	3480	278.40	0.001157675	A
24-205-186-0009-00	860 Pine	J&K Properties of W MI INC	820	PO BOX 439	Twin Lake	MI	49457	16045	320.90	0.005337615	B
24-205-186-0007-00	840 Pine	Easter Jones Gill		PO BOX 344	Muskegon	MI	49443	2904	232.32	0.00096606	A
24-205-186-0006-00	830 Pine	Easter Jones Gill		PO BOX 344	Muskegon	MI	49443	1452	116.16	0.00048303	A
24-205-117-0007-00	820 Pine	NW Mill Real Estate LLC		Pine St.	Muskegon	MI	49442	26136	522.72	0.00869454	B
24-205-177-0005-00	794 Pine	Core Park Investments LLC	1985	E. Laketon Ave.	Muskegon	MI	49442	22235	1778.80	0.007396813	A
24-205-174-0008-00	772 Pine	Lee A. Witt Trust	1501	Ruddiman Dr.	Muskegon	MI	49445	4224	84.48	0.001405178	B
24-205-174-0004-00	750 Pine	David L. Bolen		PO BOX 113	Rothbury	MI	49452-0113	19140	1531.20	0.006367214	A
24-205-175-0021-00	777 Pine	William & Denise McDermott	777	Pine St.	Muskegon	MI	49442	15576	311.52	0.005181595	B
24-205-176-0015-00	813 Pine	NW American Real Estate LLC	2648	W. White Lake Dr.	Twin Lake	MI	49457	4554	91.08	0.001514958	B
24-205-176-0013-00	821 Pine	NW American Real Estate LLC	2648	W. White Lake Dr.	Twin Lake	MI	49457	1386	27.72	0.000461074	B
24-205-187-0001-00	833 Pine	Jerviss-Fethke Insurance Agency Inc	71	W. Webster Ave.	Muskegon	MI	49440	3960	316.80	0.001317355	A
24-205-187-0003-00	839 Pine	Easter Jones Gill		PO BOX 344	Muskegon	MI	49443	3960	316.80	0.001317355	A
24-205-187-0005-00	845 Pine	Easter Jones Gill		PO BOX 344	Muskegon	MI	49443	3168	253.44	0.001053884	A
24-205-187-0006-00	849 Pine	Easter Jones Gill		PO BOX 344	Muskegon	MI	49443	2436	194.88	0.000810373	A
24-205-562-0001-00	715 Terrace	MOKA Corporation	3391	Merriam St.	Muskegon	MI	49444	93218.4	3000.00	0.031010526	A
24-205-330-0001-00	835 Terrace	Linda & Charles Cihak	835	Terrace St.	Muskegon	MI	49440	8392	671.36	0.002791727	A
24-205-331-0001-10	877 Terrace	Fifth Third Bank	38	Fountain SQ Plaza MS 10ATA1	Cincinnati	OH	45263	58695	3000.00	0.019525789	A
24-205-188-0012-00	952 Terrace	Swiatek Trust	4778	Russell Rd.	Muskegon	MI	49445	13860	277.20	0.004610741	B
24-205-188-0011-00	944 Terrace	Doom Investments LLC	2034	Lakeshore Dr.	Muskegon	MI	49441	4620	369.60	0.001536914	A
24-205-188-0004-00	928 Terrace	BK Muskegon Properties LCC	4220	Edison Lakes Pkwy	Mishawaka	IN	46545	46264	3000.00	0.015390427	A
24-205-187-0016-00	908 Terrace	Authority Base Value	888	Terrace St.	Muskegon	MI	49440	1320	105.60	0.000439118	A
24-205-187-0010-00	888 Terrace	Hackley Visiting Nurse Services	250	Morris Ave. STE 150	Muskegon	MI	49440	46398	3000.00	0.015435004	
24-205-176-0001-00	860 Terrace	Frontier		PO Box 152206	Irving	TX	75015	82148.22	3000.00	0.027327861	A
24-205-175-0016-00	820 Terrace	CZM Properties LCC	700	Terrace Point Rd. #400	Muskegon	MI	49440	11616	929.28	0.00386424	A
24-205-175-0015-00	806 Terrace	Riegler Properties LCC	808	Terrace St.	Muskegon	MI	49440	3780	302.40	0.001257475	A
24-205-175-0010-00	790 Terrace	Jack Disselkoen	3315	Real	Huston	TX	77087	13719	1097.52	0.004563835	A
24-205-329-0001-00	885 Jefferson	Hennessy Holdings LLC	1047	Jefferson St.	Muskegon	MI	49440	17325.6	1386.05	0.005763626	A
24-205-332-0008-00	935 Jefferson	Hairitage Properties LLC	1768	Bayview Dr.	Muskegon	MI	49441	4183	334.64	0.001391539	A
24-205-332-0007-20	943 Jefferson	Manuel Morales	2737	Sharon Ct. SW	Wyoming	MI	49519-2317	4841	387.28	0.001610433	A
24-205-330-0008-00	896 Jefferson	896 Jefferson LLC		PO BOX 809	Muskegon	MI	49443	8976	718.08	0.002986004	A
24-485-000-0000-00	878 Jefferson	Jefferson Professional Condominium	878	Jefferson St.	Muskegon	MI	49440	36432	2914.56	0.012119662	A
24-205-310-0012-00	880 1st	AKNO Enterprises Michigan Muskegon	1622	Langton Place	West Vancouver	BC, Canada	V7S 3H2	24831	1986.48	0.008260412	A

Parcel	Address	Owner	Number	Street	City	State	ZIP	SF_of_Lot	Assessment	%_of_Assessed_Properties	Class
24-205-563-0006-00	902 3rd	Hume Properties LLC	900	3rd St STE 302	Muskegon	MI	49440	56437.31	3000.00	0.018774734	A
24-205-351-0007-00	1100 3rd	Venture One Management LLC	1100	3rd St.	Muskegon	MI	49441	8712	696.96	0.00289818	A
24-205-365-0001-00	1144 3rd	Bayview Loan Servicing LLC	4425	Ponce DeLeon Blvd.	Miami	FL	33146	117612	3000.00	0.03912543	A
24-205-379-0011-00	1185 3rd	International Auto Group LLC	1185	3rd St.	Muskegon	MI	49441	17820	1425.60	0.005928095	A
24-205-379-0001-00	1157 3rd	S&R KADO LLC	2513	Vista Point Ct. NW	Grand Rapids	MI	49534	17424	1393.92	0.00579636	A
24-205-367-0011-10	1147 3rd	1145 3rd Street LLC		PO BOX 809	Muskegon	MI	49443	6228	498.24	0.002071839	A
24-205-367-0011-00	1141 3rd	Christian Aguilar	8726	S. Houston	Chicago	IL	60617	2352	188.16	0.000782429	A
24-205-367-0012-00	1137 3rd	Delores Lemke & Kim A. Lemke	1137	3rd St.	Muskegon	MI	49441	4536	362.88	0.00150897	A
24-205-367-0013-00	1133 3rd	J&J Place LLC	1133	3rd St.	Muskegon	MI	49441	4176	334.08	0.00138921	A
24-205-367-0014-00	1129 3rd	Michael A. & Mary J. Burling	3497	MacArthur Rd.	Muskegon	MI	49442	1386	110.88	0.000461074	A
24-205-367-0015-00	1125 3rd	Brad Link	1125	3rd St.	Muskegon	MI	49441	5805	464.40	0.001931122	A
24-205-367-0016-00	1121 3rd	Brad Link	1125	3rd St.	Muskegon	MI	49441	1584	126.72	0.000526942	A
24-205-367-0001-00	1115 3rd	Pioneer Resources INC	601	Terrace St. #100	Muskegon	MI	49440	4356	348.48	0.00144909	A
24-605-000-0001-00	939 3rd	Parkland Acquisition LLC (Holiday Inn)	75	W. Walton	Muskegon	MI	49440	67884	3000.00	0.02258265	A
24-205-567-0001-50	955 3rd	Parkland Acquisition LLC (Holiday Inn)	75	W. Walton	Muskegon	MI	49440	69696	0.00	0.02318544	A
24-205-317-0007-00	1208 8th St	Michael Jacobson Trust	35	Research Dr. STE 300	Ann Arbor	MI	48103	24222	484.44	0.008057819	B
24-205-322-0007-00	1236 8th	CMN Enterprises LLC	18193	Yuma Ct.	Spring Lake	MI	49456	17424	348.48	0.00579636	B
24-205-321-0012-00	1237 8th	WWG Holdings LLC	665	W/ Clay Ave.	Muskegon	MI	49441	13400	268.00	0.004457715	B
24-205-318-0003-00	1250 9th	Linda & Leigh Strong (Port City Paint)	2084	Maryland	Muskegon	MI	49441	21120	422.40	0.007025891	B
24-205-321-0007-00	1288 9th	Reliable Towing INC	1288	9th St.	Muskegon	MI	49441	41758	835.16	0.013891437	B
24-205-556-0001-00	149 Shoreline	Hot Rod Harley Davidson	149	Shoreline Dr.	Muskegon	MI	49440	296454.83	3000.00	0.098620232	B
24-233-000-0007-00	351 W. Western	Downtown Muskegon Development Corp.	425	W. Western Ave. Suite 200	Muskegon	MI	49440	21714	1737.12	0.007223494	A
24-233-000-0013-00	307 W Western	Downtown Muskegon Development Corp.	425	W. Western Ave. Suite 200	Muskegon	MI	49440	16477.87	1318.23	0.005481615	A
24-233-000-0014-00	299 W Western	Downtown Muskegon Development Corp.	425	W. Western Ave. Suite 200	Muskegon	MI	49440	8223.06	657.84	0.002735527	A
24-233-000-0015-00	295 W Western	Downtown Muskegon Development Corp.	425	W. Western Ave. Suite 200	Muskegon	MI	49440	8213.94	657.12	0.002732493	A
24-233-000-0012-00	325 W Western	Downtown Muskegon Development Corp.	425	W. Western Ave. Suite 200	Muskegon	MI	49440	7945.21	635.62	0.002643096	A
24-233-000-0024-00	292 W Western	Downtown Muskegon Development Corp.	425	W. Western Ave. Suite 200	Muskegon	MI	49440	42503.25	3000.00	0.014139356	A
24-233-000-0001-00	387 Morris Ave	Downtown Muskegon Development Corp.	425	W. Western Ave. Suite 200	Muskegon	MI	49440	24572	1965.76	0.008174251	A
24-233-000-0002-00	401 Morris Ave	Downtown Muskegon Development Corp.	425	W. Western Ave. Suite 200	Muskegon	MI	49440	24571.79	1965.74	0.008174182	A

(contiguous property = 1 assessment)

3006024.47

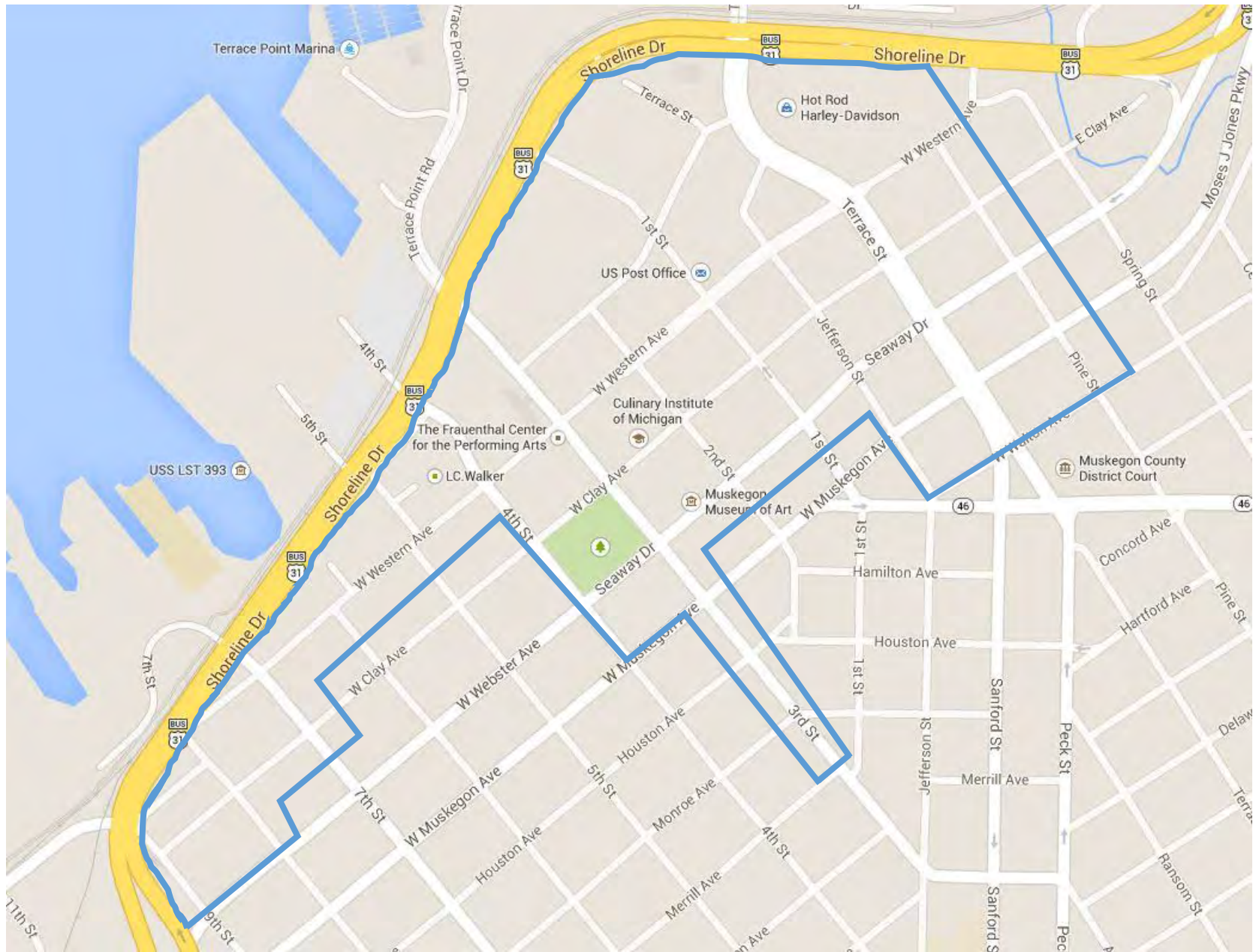
125046.74

0.999941443

Assessment Rate

Class A 0.08

Class B 0.02



Downtown Muskegon Business Improvement District

Memo 1

Regarding: Downtown Muskegon BID Meetings/Bylaws

Date: July 14, 2015

To: Mayor Gawron & City Commissioners

From: Downtown Muskegon Business Improvement District Board

Overview

Since the City Commission approved the creation of the Downtown Muskegon BID the board has met twice, April 29, 2015 and May 20, 2015.

The BID Board has received feedback from several different property owners since its creation and as a result has made some modifications to the originally proposed BID budget, services, assessment, board composition and property classification.

The recommended BID budget, services and assessment are outlined in the two communications which accompany this memo. However, the board also wanted to provide some background on the property classifications which are noted in the assessment communication. Following the recommendation of several property owners, downtown properties were broken down into four different classifications. They are as follows:

Class "A" Properties

Properties located within the Downtown Muskegon Business Improvement District which are currently used for, or zoned for commercial, office, retail or other similar activities not listed below

Class "B" Properties

Properties located within the Downtown Muskegon Business Improvement District which are currently use for, or zoned for automotive, industrial or manufacturing

Class "C" Properties

Properties located within the Downtown Muskegon Business Improvement District which are currently used for nonprofit or religious activities

Class "D" Properties

Properties located within the Downtown Muskegon Business Improvement District which are currently used for, or zoned for educational or governmental activities.

Based on this classification, a teared assessment structure was developed where Class B Properties would be assessed at a lower rate than Class A Properties. The rational being, Class B Properties have a different type of customer than Class A Properties and would not see the full benefit from the BID activities. The varied assessment seemed like a fair middle ground and received positive feedback from both Class A and B property owners.

As a result of this property classification, when the City Commission is asked to approve a BID Assessment each year there will be a note for Class A and Class B property assessments.

It should be noted that the statue does allow for different property classification and to relate that to the assessment.

Downtown Muskegon Business Improvement District

Communication 2

Regarding: Recommended Assessment 2nd half of 2015

Date: July 14, 2015

To: Mayor Gawron & City Commissioners

From: Downtown Muskegon Business Improvement District Board

Recommended Assessment Levels:

At its May 20, 2015 board meeting the Downtown Muskegon BID Board recommended the follow assessment for downtown properties for the second half of 2015.

It is being recommended that the City Commission approve the following assessment:

- Class A Properties (as defined in the Downtown BID bylaws – see Memo 1), be assessed at a rate of \$0.04 a square foot based on lot size.
- Class B Properties (as defined in the Downtown BID bylaws – see Memo 1) be assessed at a rate of \$0.01 a square foot based on lot size.
- In both cases a minimum annual assessment of \$150 per property and a maximum annual assessment of \$1,500 per property would be implemented.
- Contiguous properties with the same owner and same use would be treated as a single property for determining the maximum assessment.

This is ONLY for 2015. The annual 2016 assessment will be set at the fall 2015 meeting.

If this recommendation is approved, approximately \$65,000 would be collected from the special assessment for 2015.

Downtown Muskegon Business Improvement District

Communication to Muskegon City Commission

Regarding: Downtown Muskegon BID Budget & Assessment

Date: July 14, 2015

To: Mayor Gawron & City Commissioners

From: Downtown Muskegon Business Improvement District Board

Overview:

By statute, BIDs in Michigan are able to provide services which maintain common areas, engage in beautification, business development activities and marketing.

Recommended Services:

It is being recommended that the Downtown Muskegon Business Improvement district provide:

- Summer beautification services within the district that include maintaining flower planters, planting areas in right of ways and adding downtown banners.
- Common area winter snow removal on sidewalks and public parking areas in the district.
- Marketing of downtown Muskegon with advertising and events. The goal is to increase the local community's knowledge of downtown Muskegon businesses, services and activities.
- It is also being recommended that a downtown art fund be established

Budget

It is being recommended that the partial year 2015 Downtown Muskegon BID budget breakdown as follows:

Downtown Beautification/Enhancements	
Spring/Fall Clean-up & Summer Landscaping	\$ 5,000.00
Holiday Decorating	\$ 1,000.00
Banners & Directional Signs	\$ 7,000.00
Snowplowing & Salt	\$35,000.00
Marketing, Advertising & Development	
Advertising/Marketing & Events	\$ 10,000.00
Art	\$ 2,000.00
Reserve Funds	
	\$3,000.00
Total	\$ 63,000.00

Downtown Muskegon Business Improvement District

Memo 1

Regarding: Downtown Muskegon BID Meetings/Bylaws

Date: July 14, 2015

To: Mayor Gawron & City Commissioners

From: Downtown Muskegon Business Improvement District Board

Overview

Since the City Commission approved the creation of the Downtown Muskegon BID the board has met twice, April 29, 2015 and May 20, 2015.

The BID Board has received feedback from several different property owners since its creation and as a result has made some modifications to the originally proposed BID budget, services, assessment, board composition and property classification.

The recommended BID budget, services and assessment are outlined in the two communications which accompany this memo. However, the board also wanted to provide some background on the property classifications which are noted in the assessment communication. Following the recommendation of several property owners, downtown properties were broken down into four different classifications. They are as follows:

Class "A" Properties

Properties located within the Downtown Muskegon Business Improvement District which are currently used for, or zoned for commercial, office, retail or other similar activities not listed below

Class "B" Properties

Properties located within the Downtown Muskegon Business Improvement District which are currently use for, or zoned for automotive, industrial or manufacturing

Class "C" Properties

Properties located within the Downtown Muskegon Business Improvement District which are currently used for nonprofit or religious activities

Class "D" Properties

Properties located within the Downtown Muskegon Business Improvement District which are currently used for, or zoned for educational or governmental activities.

Based on this classification, a teared assessment structure was developed where Class B Properties would be assessed at a lower rate than Class A Properties. The rational being, Class B Properties have a different type of customer than Class A Properties and would not see the full benefit from the BID activities. The varied assessment seemed like a fair middle ground and received positive feedback from both Class A and B property owners.

As a result of this property classification, when the City Commission is asked to approve a BID Assessment each year there will be a note for Class A and Class B property assessments.

It should be noted that the statue does allow for different property classification and to relate that to the assessment.

Downtown Muskegon Business Improvement District

Communication to Muskegon City Commission

Regarding: Downtown Muskegon BID Budget & Assessment

Date: July 14, 2015

To: Mayor Gawron & City Commissioners

From: Downtown Muskegon Business Improvement District Board

Overview:

By statute, BIDs in Michigan are able to provide services which maintain common areas, engage in beautification, business development activities and marketing.

Recommended Services:

It is being recommended that the Downtown Muskegon Business Improvement district provide:

- Summer beautification services within the district that include maintaining flower planters, planting areas in right of ways and adding downtown banners.
- Common area winter snow removal on sidewalks and public parking areas in the district.
- Marketing of downtown Muskegon with advertising and events. The goal is to increase the local community's knowledge of downtown Muskegon businesses, services and activities.
- It is also being recommended that a downtown art fund be established

Budget

It is being recommended that the partial year 2015 Downtown Muskegon BID budget breakdown as follows:

Downtown Beautification/Enhancements	
Spring/Fall Clean-up & Summer Landscaping	\$ 5,000.00
Holiday Decorating	\$ 1,000.00
Banners & Directional Signs	\$ 7,000.00
Snowplowing & Salt	\$35,000.00
Marketing, Advertising & Development	
Advertising/Marketing & Events	\$ 10,000.00
Art	\$ 2,000.00
Reserve Funds	
	\$3,000.00
Total	\$ 63,000.00

Downtown Muskegon Business Improvement District

Communication 2

Regarding: Recommended Assessment 2nd half of 2015

Date: July 14, 2015

To: Mayor Gawron & City Commissioners

From: Downtown Muskegon Business Improvement District Board

Recommended Assessment Levels:

At its May 20, 2015 board meeting the Downtown Muskegon BID Board recommended the follow assessment for downtown properties for the second half of 2015.

It is being recommended that the City Commission approve the following assessment:

- Class A Properties (as defined in the Downtown BID bylaws – see Memo 1), be assessed at a rate of \$0.04 a square foot based on lot size.
- Class B Properties (as defined in the Downtown BID bylaws – see Memo 1) be assessed at a rate of \$0.01 a square foot based on lot size.
- In both cases a minimum annual assessment of \$150 per property and a maximum annual assessment of \$1,500 per property would be implemented.
- Contiguous properties with the same owner and same use would be treated as a single property for determining the maximum assessment.

This is ONLY for 2015. The annual 2016 assessment will be set at the fall 2015 meeting.

If this recommendation is approved, approximately \$65,000 would be collected from the special assessment for 2015.

Downtown Muskegon Business Improvement District

2016 Assessment

Regarding: Assessment for 2016

Date: August 18, 2015

To: Muskegon City Clerk/City Commission

From: Downtown Muskegon Business Improvement District Board

Overview:

Following a review of requested and needed services within the Downtown Muskegon Business Improvement District, the BID Board recommends to the Muskegon City Commission the following **1 YEAR** assessment be established for the 2016 calendar year.

2016 Assessment

- "Class A" Properties, as defined in the BID Bylaws, shall be assessed an annual assessment of \$0.08/sf with no assessment to exceed \$3,000. Contiguous properties with the same use and same owner shall be assessed as one property. Property lot size on record with the County Assessor shall be used in determining the square footage of properties.
 - o In the instance of a condo property the master deed shall be used in determining the percent of the assessment that an individual property owner would be assessed.
- "Class B" properties as defined in the BID Bylaws be assessed an annual assessment of \$0.02/sf with no assessment to exceed \$3,000. Contiguous properties with the same use and same owner shall be assessed as one property. Property lot size on record with the County Assessor shall be used in determining the square footage of properties.
- Based on this assessment structure, approximately \$128,500 can expected to be collected for services to support businesses and property owners within the BID.
(*A budget recommendation & explanation is attached)
- The assessment shall be evenly split into two billings to be due in early and mid-2016.

Assessment Vote:

Member	Yes	No	Abstention	Motion/Support	Absent
Chair Doug Pollock	X				
VC Justin Clark	X				
Bruce Lindstrom	X			Support	
John Riegler	X				
Gary Post	X				
Frank Peterson	X			Motion	
Connie Taylor	X				
Mike Hennessy					X
Bob Tarrant	X				

Downtown Muskegon Business Improvement District

Budget Recommendation & Explanation

Date: October 2015

To: Muskegon City Clerk/City Commission

From: Downtown Muskegon Business Improvement District Board

Budget Recommendation:

Based on a two tier assessment where "Class A" Properties pay \$0.08/sf annual and "Class B" Properties pay \$0.02/sf annual the Downtown Muskegon BID can expect to bring in \$128,467.36 during 2016. Based on this Assessment the below budget is recommended.

2016 Downtown Muskegon BID Budget	
Downtown Beautification/Enhancements	
Spring/Fall Clean-up & Summer Landscaping	\$ 16,000.00
Holiday Decorating	\$ 2,500.00
Banners & Directional Signs	\$ 7,000.00
Snowplowing & Salt	\$72,000.00
Marketing, Advertising & Development	
Advertising/Marketing & Events	\$ 24,000.00
Art	\$ 2,000.00
Reserve Funds	\$4,967.36
Total	\$ 128,467.36

Budget Note:

All line items, with the exception of ***Snowplowing & Salt*** and ***Spring/Fall Clean-up & Summer Landscaping***, will be locked and no funds expended until specific board action is taken to release those funds. This is to ensure proper funds are available for projects.

All unused funds will go into cash reserves.

Budget Explanation:

Downtown Beautification/Enhancements

Spring/Fall Clean-up & Summer Landscaping

The Downtown Muskegon BID will contract with one or more third party landscaping companies to conduct a spring cleanup of common area planning beds within the BID, and general cleanup of grounds as a result from winter wear and tear. Summer Landscaping includes the wedding and fertilization of common areas throughout the BID (grass cutting is done by the city). This line item also includes the planting and maintenance of flower planters throughout the BID (this item could be completed by a different vendor than the one doing the landscaping and clean up). Fall clean-up will consist of removal of leaves from the BID district and preparation of the planning beds for the winter.

Holiday Decorating

Funds in this line item will be used to purchase holiday decorations which can be displayed within the BID. These could be used to complement existing decorations in Hackley Park or expand displays to other areas of the BID.

Banners & Directional Signs

In an effort to support exiting businesses and help downtown visitors navigate downtown, new directional signage (wayfinding) needs to be updated throughout the BID. Funds in this line item will be used to update/create wayfinding and used to brand downtown.

Snowplowing & Salt

The BID's largest line item is dedicated to snowplowing and salt application along sidewalks within the BID where the majority of the Class A properties are located along portions of W. Western Ave., Clay Ave., Morris Ave., Terrace St., Jefferson, 1st, 2nd, 3rd, 6th & 7th Streets. Funds will also be used to clear parking areas which are generally used by the public – specifically the two lots between 2nd and 3rd Streets accessed off of Morris Ave.

Marketing, Advertising & Development

Advertising/Marketing & Events

In an effort to encourage new and repeat visitors to Downtown Muskegon funds will be dedicated to advertising Downtown Muskegon within the Muskegon metro area. Advertising will focus on billboards and web based advertising including, but not limited to, internet based advertising on various local/regional websites and Facebook. The BID will also look at partnering with existing campaigns and marketing efforts to try and leverage additional exposure for Downtown Muskegon. If possible, based on budget constraints, cable TV and Radio advertising could also be considered. Print advertising in specific tourism and/or trade based publications could also be considered based on budget restrictions.

The goal with this advertising and marketing effort is to inform the Greater Muskegon Community about the various shops, services, restaurants, activities and cultural amenities available in downtown Muskegon.

Portions of this budget will also be used to help create new downtown events or enhance existing events specifically designed to bring individuals into downtown Muskegon businesses. It is expected that some of these events will be partnerships with other downtown entities.

Art

A key aspect of a downtown experience is one's sense of place. A strong sense of place can encourage visitors to linger and explore longer. One way to achieve this sense of place is with public art. Other downtown partners, including the Community Foundation for Muskegon County, the City of Muskegon, The Muskegon Museum of Art (among others) have made a strong commitment to enhancing our downtown's public/community art. This can be seen in the historical downtown mural project and the various sculptures scattered throughout the downtown. This art serves as an additional draw to the downtown.

In an effort to support additional public art within the BID, this line item will be used to create a fund which will set aside monies each year and used to help create, support and/or enhance public art activities within downtown Muskegon – monies in this line item do not need to be spent each year. Funds would be distributed at the discretion of the BID Board with the understanding that the art funded in part or fully by the BID Art Fund be in free public areas of the downtown and displayed in a way that enhances the downtown experience.

Commission Meeting Date: November 24, 2015

Date: November 16, 2015
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department
RE: Midtown Square: Allen Edwin Homes- Contract Approval

SUMMARY OF REQUEST: Staff has been coordinating with Allen Edwin Homes to develop plans for Midtown Square (9 homes on property bounded by Houston, Monroe, Fourth and Fifth). The City Commission authorized staff to proceed with negotiations with Allen Edwin at their September 22, 2015 meeting. Those negotiations are now complete and a contract has been prepared for review and approval.

FINANCIAL IMPACT: The City of Muskegon will be responsible for the costs associated with building the nine new homes, including realtor fees. The homes will be sold for the amount necessary to recoup these costs, or an amount close to the actual costs.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To approve the Contract between Allen Edwin and the City of Muskegon and authorize the Mayor and Clerk to sign the document and proceed with construction and sale of the Midtown Square homes.

RESIDENTIAL CONSTRUCTION AGREEMENT

This Agreement is effective on _____, 2015 ("Effective Date") between ALLEN EDWIN HOME BUILDERS, LLC of 2186 E. Centre Avenue, Portage, MI 49002 ("Builder") and THE CITY OF MUSKEGON of 933 Terrace Street, Muskegon, MI 49440 ("Owner") with reference to the following facts:

Background

Builder and Owner (individually, a "Party" or collectively, "Parties") agree that Builder shall construct a single family residence (the "Residence") for Owner on the terms and conditions set forth in this Agreement and in the general conditions attached as **Exhibit A** ("General Conditions").

The parties agree as follows:

1. **Building Site.** Owner owns the building site located on the real estate located at _____ and legally described on **Exhibit B** (the "Property"). Owner has agreed to hire Builder to build the Residence on the Property.
2. **The Residence.** Builder shall build the Residence in accordance with the plans and specifications attached as **Exhibit C** (the "Plans").
3. **Price.** The price for constructing the Residence shall be _____ Dollars (\$_____) ("Price").
4. **Estimated Completion Date.** Builder shall commence construction of the Residence within _____ days from the Effective Date ("Commencement Date"). Builder shall complete the Residence within _____ weeks of the Commencement Date ("Completion Date").
5. **General Conditions.** Owner and Builder agree to all of the General Conditions attached to this Agreement as Exhibit A.

Builder –ALLEN EDWIN HOME BUILDERS, LLC

By: _____
Name: _____
Title: _____
Date: _____

Owner –THE CITY OF MUSKEGON

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

GENERAL CONDITIONS

1. **Payment of the Price.** The Price shall be paid in accordance with the following schedule (“Payment Schedule”):

- a. Foundation installed..... 20% of the Price
- b. Mechanicals installed..... 40% of the Price
- c. Certificate of Occupancy..... 30% of the Price
- d. Completion of Punch List Items..... 10% of the Price

2. **Costs Included in Price.** Unless excluded by Section 3 or adjusted as set forth in Sections 4 or 5, the Price is fixed and includes all cost of labor and materials purchased, including all sales taxes incurred by Builder, for complete construction of the Residence. Price is not based on allowances or estimates of costs for items to be added to the Residence. The Price includes:

- a. A security system;
- b. A new city sidewalk along each side of the Residence with street frontage;
- c. Curb cut (Builder may use existing curb cut unless damaged);
- d. Sod over the entire front, back and side yards;
- e. A street tree;
- f. A small landscape package along each side of the Residence with street frontage;
- g. Edging and mulch;
- h. A decorative wrought iron fence (48”) similar to fences in the neighborhood; and,
- i. 5 large stone monuments as depicted on site plan attached as **Exhibit D** (“Site Plan”).

3. **Costs Excluded From Price.** Owner shall be responsible for each of the following items and the cost of each item shall be excluded from the Price and the sole responsibility of Owner:

- a. Lot Lines. Prior to the Commencement Date Owner shall own the Property with new lot lines established as depicted on the Site Plan.
- b. Site Preparation. Prior to the Commencement Date, Owner will prepare the Property for construction of the Residence, including the removal of the following:
 - i. existing fences;
 - ii. community garden;
 - iii. existing sidewalks; and,
 - iv. debris.
- c. Water and Sewer Leads. Owner will provide water and sewer leads to the Residence.
- d. Permit and Connection Fees. Owner shall be responsible for any municipal permits, connection fees, tap fees or assessments, including sewer and water connection fees.
- e. Site Variance. Any abnormal site conditions discovered during excavation will be communicated to Owner along with an estimated cost to proceed with construction. Examples include such items as buried debris, bad soils, or rear yard drainage constraints. Any additional site work required will be corrected by Owner unless Owner authorizes Builder to correct any site variance issues in writing and the appropriate Change Order is fully executed.

f. Damaged Curb Cuts. Any damaged curb cuts will either be approved for use or removed by Owner.

g. Irrigation. Irrigation can be added for \$3,000, provided the appropriate Change Order is fully executed.

h. Future Security System Service Fees. Ongoing monitoring service fees will be the responsibility of Owner or subsequent owner.

4. **Modifications/Extras.** No modifications to the Plans ("Modifications") or requests for additional construction ("Extras"), the cost of which exceed \$200, shall be binding upon either party, unless the Modifications or Extras are set forth on a written Change Order that is signed by Builder and Owner in substantially the form as attached Exhibit E ("Change Order"). The Change Order must provide a detailed description of the Modifications or Extras and the cost or credit to be charged. In those instances where a Change Order increases or decreases the Price by more than \$200 ("Adjusted Price"), the Adjusted Price shall be paid according to the remaining portion of the Payment Schedule.

5. **Minor Modifications.** Builder and Owner may from time to time agree on minor modifications, the cost for which is less than \$200 ("Minor Modifications"). Minor Modifications may only be made by agreement between Builder and Owner, provided such agreement need not be in writing. The cost or credit for Minor Modifications shall be added to or credited against the Price and paid according to the remaining portion of the Payment Schedule.

6. **Payments, Sworn Statement and Lien Waivers.** Payments required by the Payment Schedule shall be made within 10 days of Builder's invoice by Owner to Transnation Title Insurance Company of 570 Seminole, Muskegon, Michigan 49441 (the "Title Company"). Builder will deliver to the Title Company a sworn statement showing all amounts due for labor and materials furnished in connection with construction of the Residence or other improvements to the Property through the date of Builder's invoice together with waivers of lien showing all amounts from any previous draw have been paid in full. The Title Company shall pay Builder per the Payment Schedule within 2 business days of approval by the Title Company of the last sworn statement provided proper partial unconditional waivers of lien from Builder and for each supplier and sub-contractor to whom payment has been made are received and approved by the Title Company.

7. **Possession.** Owner shall be entitled to possession of the Residence upon payment of the Price in full.

8. **Extension of Dates.** Any date may be extended by agreement of the Builder and Owner and the Commencement Date and the Completion Date may be extended as a result of circumstances beyond the control of Builder, including, but not limited to, delays caused by suppliers or subcontractors, delays for utility hook-ups, Acts of God, labor disputes, governmental inspections, regulations, or permit processes, material back orders, Owner's requests for Change Orders, fire, injury or disability to Builder, or weather.

9. **Builder's Warranties.** Builder shall complete the Residence and all improvements on the Property timely and in a first class manner. All building materials used in the construction of the Residence shall be new. Builder guarantees its workmanship for a period of 12 months from the date of sale or lease of the Residence to a party other than Owner or 24 months from the date of the Certificate of Occupancy, whichever first occurs ("Warranty Period"). This warranty is fully transferable by Owner and may be assigned to a 3rd party. Within the Warranty Period, Builder may replace, at its option, any materials incorporated into the Residence which are defective. To make a claim under this warranty, Owner or its successor must give Builder written notice of any such defect

in the workmanship and/or materials promptly upon discovery and not later than expiration of the Warranty Period. This warranty does not apply to workmanship or materials requiring repair or replacement because of normal wear and tear, natural settling or mold. Builder shall turn over and transfer to Owner all manufacturers' warranties that are delivered directly to Builder by the manufacturer at the time of final payment by Owner. In addition to this warranty between Builder and Owner and successors of Owner, Builder shall also provide to Owner and successors of Owner at no cost to Owner the Ten Year Warranty for New Homes provided by Residential Warranty Company, LLC attached as Exhibit F ("Long Term Warranty"). Nothing in the Long Term Warranty shall limit the scope of the warranties provided by Builder to Owner or its successors.

10. Owner's Warranties. Owner covenants and warrants that Owner owns the Property in fee simple, free and clear of all liens, except for those encumbrances specifically set forth on Exhibit G. Owner shall provide evidence satisfactory to Builder, such as a commitment for title insurance issued by the Title Company, which indicates such ownership. Owner shall locate the exact location of the Residence on the Property. All corners of the Property and the Residence shall be clearly marked with surveyor stakes. Owner covenants and agrees that such location is in compliance with all applicable federal, state, and local rules and regulations, including, but not limited to, building restrictions, set-back requirements and zoning ordinances.

11. License. Builder is a residential builder and a residential maintenance and alteration contractor and is required to be licensed under article 24 of Act 299 of the Public Acts of 1980, as amended, being sections 339.2401 to 399.2412 of the Michigan Compiled Laws. An electrician is required to be licensed under Act No. 217 of the Public Acts of 1956, as amended, being sections 338.881 to 338.892 of the Michigan Compiled Laws. A Plumber is required to be licensed under Act No. 266 of the Public Acts of 1929, as amended, being sections 338.901 to 338.917 of the Michigan Compiled Laws. Builder is licensed by the State of Michigan as a licensed Michigan Contractor and maintains its license in good standing. Builder's License number is 2101155717 respectively.

12. Laws, Ordinances and Regulations. In connection with the construction of the Residence, Builder shall meet and comply with all applicable laws, ordinances, and regulations, including the Muskegon Historical District rules.

13. Notice of Commencement. Owner shall deliver a Notice of Commencement in accordance with the Michigan Construction Lien Act within ten days of the Effective Date.

14. Risk of Loss. Until a Certificate of Occupancy is issued for the Residence the risk of loss for the Residence lies solely with Builder. Builder shall secure the Property and is solely responsible for site security. Any additional costs incurred due to theft or vandalism shall be the sole expense of Builder. Provided, Owner shall be solely responsible for building materials on Property and Owner shall reimburse Builder for the cost of building materials vandalized or stolen from the Property.

15. Insurance. Builder shall procure and maintain an "all risk" insurance policy and shall name Owner as an additional named insured. Builder shall maintain a policy of builder's insurance fully insuring the Residence from the date construction commences until the date of substantial completion. Owner may also maintain a policy of insurance on their interest in the Residence. Builder shall also carry public liability insurance with coverage limits not less than \$1,000,000 single-limit coverage and worker's compensation insurance in an amount not less than the statutory minimum. Such policies shall name Owner as an additional named insured. Builder shall provide Owner with evidence of such insurance upon request. Owner and Builder waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under this paragraph.

16. **Diligent Pursuit.** Builder shall diligently pursue its obligations under this Agreement.

17. **Default.** If either Party believes that the other Party has failed to comply with this Agreement (“Default”), the non-defaulting Party shall provide the Defaulting Party not less than 10 days written notice of such non-compliance, a list of the non-defaulting Party’s specific complaints, and a reasonable time within which the defaulting Party shall cure the Default (“Default Notice”). If the defaulting Party fails to cure the Default within the period of time specified in the Default Notice, the non-defaulting Party may pursue any and all remedies available, including specific performance in that there may not be an adequate remedy at law. In addition Owner may replace Builder with another party to complete construction and may deduct from the Price any amount paid by Owner to such third party to complete construction in accordance with the Plans. In the event either Party takes any action to enforce this Agreement, the prevailing Party shall reimburse the other Party for all expenses incurred by the prevailing Party, including attorney fees.

18. **Cross Default.** Contemporaneously with the execution of this Agreement, Owner and Builder are entering into 8 similar agreements for the construction of homes similar to the Residence on each of the 9 lots depicted on the Site Plan (“Other Agreements”). Owner and Builder agree that a default of this Agreement or any of the Other Agreements shall constitute a default of all Other Agreements and this Agreement.

19. **Dispute Resolution.** Any claim or demand of either party arising out of this Agreement, including without limitation, claims of fraud, misrepresentation, warranty or negligence and that exceeds \$5,500 in value shall be submitted to binding arbitration. The parties shall attempt to agree on a mutually agreeable independent arbitrator. If the parties are unable to mutually agree on an arbitrator, and arbitrator shall be selected in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, Home Construction Arbitration Rules and Mediation Procedures. A Circuit Court judgment may render judgment upon the award made pursuant to this Agreement. This Agreement is specifically made subject to and incorporates the provisions of the Michigan Arbitration Act, MCL 600.5001 et seq. The cost of such arbitration shall be divided equally between both parties. Neither Party shall be required to submit to arbitration any claim or demand of a value less than \$5,500.

20. **Miscellaneous.**

a. Authority to Bind Owner. No approval, agreement or consent and no document signed in connection with this Agreement shall be binding on Owner unless made, given or signed by Frank Peterson, Cathy Brubaker-Clarke, or Derrick Smith.

b. Applicable Law. This Agreement is executed in, shall be governed by, and construed and interpreted in accordance with the laws of the State of Michigan.

c. Entire Agreement. This writing shall constitute the entire Agreement, and shall supersede any other Agreements, written or oral, that may have been made or entered into by the parties with respect to the subject matter hereof, and shall not be modified or amended, except in a subsequent writing signed by the party against whom enforcement thereof is sought.

d. Binding Effect. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, assigns, officers, directors, employees, agents, heirs, executors, and administrators.

e. Full Execution. This Agreement requires the signature of both parties. Until fully executed on a single copy or in counterparts, this Agreement is of no binding force or effect, and if not fully executed, this Agreement is void.

f. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which together shall constitute one and the same instrument. This Agreement shall become binding upon the parties when one or more counterparts, individually or taken together, shall bear the signatures of all parties.

g. Non-Waiver. No waiver by any party of any provision of this Agreement shall constitute a waiver by such party of such provision on any other occasion or a waiver by such party of any other provision of the Agreement.

h. Severability. Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be impaired or affected.

i. No Discrimination. Discrimination on the basis of religion, race, creed, color, national origin, age, sex, marital status, or handicapped condition by either party in respect to the construction of the Residence is prohibited.

j. Assignment or Delegation. Neither Builder nor Owner may assign all or any part of this Agreement. Provided, that Builder may delegate all or any part of its obligations to perform the services under this Agreement, to any persons or entities that Builder, in its sole discretion, deems appropriate, including sub-contractors. Such delegation shall be at the sole expense of Builder unless otherwise provided.

k. Notices. Any notices required or permitted to be given under this Agreement must be in writing and sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid, a recognized courier service (Federal Express, UPS, or DHL), or by email with confirmation of delivery received. The notice will be effective upon receipt.

To Builder:

Allen Edwin Home Builders
2186 E. Centre Avenue
Portage, MI 49002
Attn: Scott Sanderson

To Owner:

City of Muskegon
933 Terrace Street
P.O. Box 536
Muskegon, MI 49443-0536
Attn: Cathy Brubaker-Clarke
Phone: 231-724-6702
Fax: 231-724-6790
E-mail: cathy.brubaker-clarke@shorelinecity.com

With a contemporaneous copy to:

Parmenter O'Toole
601 Terrace Street
P.O. Box 786
Muskegon, Michigan 49443-0786
Attn: Michelle R. Landis
Phone: 231-722-5403
Fax: 231-722-5503
Email: mrl@parmenterlaw.com

l. Time is of the Essence. Builder and Owner acknowledge and agree that the time related provisions set forth herein are critical and essential terms of this Agreement and that time is of the essence with regard to the transactions contemplated in this Agreement. Failure to strictly comply with the time related provisions of this Agreement will be considered a breach of the entire Agreement.

m. Pronouns. For convenience, Owner has been referred to this Agreement sometimes in the singular and at other times in the plural.

n. Notice of Sale or Lease. Upon the sale or lease of the Residence by Owner to a third party, Owner shall provide notice to Builder of such sale or lease and provide builder with all contact information for the buyer/tenant, including a phone number and an email address.

EXHIBIT B

LEGAL DESCRIPTION

PARCEL A:

CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, REVISED PLAT OF 1903, PART OF BLOCK 368 DESCRIBED AS: BEGINNING AT POINT A, ALSO BEING THE NORTHWEST CORNER OF SAID BLOCK 368, FOR THE POINT OF BEGINNING; THENCE NORTH 51 DEGREES 42 MINUTES 58 SECONDS EAST ALONG THE NORTHERN LINE OF BLOCK 368, A DISTANCE OF 51.78 FEET; THENCE SOUTH 37 DEGREES 53 MINUTES 21 SECONDS EAST, A DISTANCE OF 143.16 FEET TO THE CENTERLINE OF A VACATED ALLEY (LIBER 1187, PAGE 532); THENCE SOUTH 51 DEGREES 43 MINUTES 29 SECONDS WEST, ALONG SAID CENTERLINE, A DISTANCE OF 51.78 FEET TO THE WESTERLY LINE OF BLOCK 368; THENCE NORTH 37 DEGREES 53 MINUTES 21 SECONDS WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 143.16 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO A NON-BUILDABLE EASEMENT FOR PUBLIC UTILITIES OVER THE VACATED ALLEY (LIBER 1187, PAGE 532), BEING 10 FEET EITHER SIDE OF A CENTERLINE WHICH IS DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 368, CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, REVISED PLAT OF 1903, THENCE NORTH 37 DEGREES 53 MINUTES 21 SECONDS WEST, A DISTANCE OF 143.15 FEET TO THE CENTERLINE OF SAID VACATED ALLEY AND THE POINT OF BEGINNING; THENCE NORTH 51 DEGREES 43 MINUTES 29 SECONDS EAST, ALONG SAID CENTERLINE, A DISTANCE OF 399.09 FEET TO THE POINT OF ENDING.

THE ABOVE-DESCRIBED EASEMENT PARCEL SHALL NOT BE ALTERED, CHANGED OR RESTRICTED IN ANY MANNER WITHOUT THE PRIOR WRITTEN CONSENT OF THE CITY OF MUSKEGON.

SAID PARCEL CONTAINS 7,412 SQUARE FEET OR 0.17 ACRES, MORE OR LESS.

PARCEL B:

CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, REVISED PLAT OF 1903, PART OF BLOCK 368 DESCRIBED AS: COMMENCING AT POINT A, ALSO BEING THE NORTHWEST CORNER OF SAID BLOCK 368, THENCE NORTH 51 DEGREES 42 MINUTES 58 SECONDS EAST ALONG THE NORTHERN LINE OF BLOCK 368, A DISTANCE OF 51.78 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 51 DEGREES 42 MINUTES 58 SECONDS EAST ALONG SAID LINE, A DISTANCE OF 60.00 FEET; THENCE SOUTH 37 DEGREES 53 MINUTES 21 SECONDS EAST, A DISTANCE OF 143.17 FEET TO THE CENTERLINE OF A VACATED ALLEY (LIBER 1187, PAGE 532); THENCE SOUTH 51 DEGREES 43 MINUTES 29 SECONDS WEST, ALONG SAID CENTERLINE, A DISTANCE OF 60.00 FEET; THENCE NORTH 37 DEGREES 53 MINUTES 21 SECONDS WEST, A DISTANCE OF 143.16 FEET TO THE NORTHERN LINE OF BLOCK 368 AND THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO A NON-BUILDABLE EASEMENT FOR PUBLIC UTILITIES OVER THE VACATED ALLEY (LIBER 1187, PAGE 532), BEING 10 FEET EITHER SIDE OF A CENTERLINE WHICH IS DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 368, CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, REVISED PLAT OF 1903, THENCE NORTH 37 DEGREES 53 MINUTES 21 SECONDS WEST, A DISTANCE OF 143.15 FEET TO THE CENTERLINE OF SAID VACATED ALLEY AND THE POINT OF BEGINNING; THENCE NORTH 51 DEGREES 43 MINUTES 29 SECONDS EAST, ALONG SAID CENTERLINE, A DISTANCE OF 399.09 FEET TO THE POINT OF ENDING.

THE ABOVE-DESCRIBED EASEMENT PARCEL SHALL NOT BE ALTERED, CHANGED OR RESTRICTED IN ANY MANNER WITHOUT THE PRIOR WRITTEN CONSENT OF THE CITY OF MUSKEGON.

SAID PARCEL CONTAINS 8,590 SQUARE FEET OR 0.20 ACRES, MORE OR LESS.

PARCEL C:

CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, REVISED PLAT OF 1903, PART OF BLOCK 368 DESCRIBED AS: COMMENCING AT POINT A, THENCE NORTH 51 DEGREES 42 MINUTES 58 SECONDS EAST ALONG THE NORTHERN LINE OF BLOCK 368, A DISTANCE OF 111.78 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 51 DEGREES 42 MINUTES 58 SECONDS EAST ALONG SAID LINE, A DISTANCE OF 68.00 FEET; THENCE SOUTH 37 DEGREES 53 MINUTES 21 SECONDS EAST, A DISTANCE OF 143.18 FEET TO THE CENTERLINE OF A VACATED ALLEY (LIBER 1187, PAGE 532); THENCE SOUTH 51 DEGREES 43 MINUTES 29 SECONDS WEST, ALONG SAID CENTERLINE, A DISTANCE OF 68.00 FEET; THENCE NORTH 37 DEGREES 53 MINUTES 21 SECONDS WEST, A DISTANCE OF 143.17 FEET TO THE NORTHERN LINE OF BLOCK 368 AND THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO A NON-BUILDABLE EASEMENT FOR PUBLIC UTILITIES OVER THE VACATED ALLEY (LIBER 1187, PAGE 532), BEING 10 FEET EITHER SIDE OF A CENTERLINE WHICH IS DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 368, CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, REVISED PLAT OF 1903, THENCE NORTH 37 DEGREES 53 MINUTES 21 SECONDS WEST, A DISTANCE OF 143.15 FEET TO THE CENTERLINE OF SAID VACATED ALLEY AND THE POINT OF BEGINNING; THENCE NORTH 51 DEGREES 43 MINUTES 29 SECONDS EAST, ALONG SAID CENTERLINE, A DISTANCE OF 399.09 FEET TO THE POINT OF ENDING.

THE ABOVE-DESCRIBED EASEMENT PARCEL SHALL NOT BE ALTERED, CHANGED OR RESTRICTED IN ANY MANNER WITHOUT THE PRIOR WRITTEN CONSENT OF THE CITY OF MUSKEGON.

SAID PARCEL CONTAINS 9,736 SQUARE FEET OR 0.22 ACRES, MORE OR LESS.

PARCEL D:

CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, REVISED PLAT OF 1903, PART OF BLOCK 368 DESCRIBED AS: COMMENCING AT POINT A, ALSO BEING THE NORTHWEST CORNER OF SAID BLOCK 368, THENCE NORTH 51 DEGREES 42 MINUTES 58 SECONDS EAST ALONG THE NORTHERN LINE OF BLOCK 368, A DISTANCE OF 179.78 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 51 DEGREES 42 MINUTES 58 SECONDS EAST ALONG SAID LINE, A DISTANCE OF 60.00 FEET; THENCE SOUTH 37 DEGREES 53 MINUTES 21 SECONDS EAST, A DISTANCE OF 143.19 FEET TO THE CENTERLINE OF A VACATED ALLEY (LIBER 1187, PAGE 532); THENCE SOUTH 51 DEGREES 43 MINUTES 29 SECONDS WEST, ALONG SAID CENTERLINE, A DISTANCE OF 60.00 FEET; THENCE NORTH 37 DEGREES 53 MINUTES 21 SECONDS WEST, A DISTANCE OF 143.18 FEET TO THE NORTHERN LINE OF BLOCK 368 AND THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO A NON-BUILDABLE EASEMENT FOR PUBIC UTILITIES OVER THE VACATED ALLEY (LIBER 1187, PAGE 532), BEING 10 FEET EITHER SIDE OF A CENTERLINE WHICH IS DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 368, CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, REVISED PLAT OF 1903, THENCE NORTH 37 DEGREES 53 MINUTES 21 SECONDS WEST, A DISTANCE OF 143.15 FEET TO THE CENTERLINE OF SAID VACATED ALLEY AND THE POINT OF BEGINNING; THENCE NORTH 51 DEGREES 43 MINUTES 29 SECONDS EAST, ALONG SAID CENTERLINE, A DISTANCE OF 399.09 FEET TO THE POINT OF ENDING.

THE ABOVE-DESCRIBED EASEMENT PARCEL SHALL NOT BE ALTERED, CHANGED OR RESTRICTED IN ANY MANNER WITHOUT THE PRIOR WRITTEN CONSENT OF THE CITY OF MUSKEGON.

SAID PARCEL CONTAINS 8,591 SQUARE FEET OR 0.20 ACRES, MORE OR LESS.

PARCEL E:

CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, REVISED PLAT OF 1903, PART OF BLOCK 368 DESCRIBED AS: COMMENCING AT POINT B, SAID POINT BEING THE SOUTHWEST CORNER OF BLOCK 368, ALSO THE POINT OF BEGINNING; THENCE NORTH 37 DEGREES 53 MINUTES 21 SECONDS WEST ALONG THE SOUTHWESTERN LINE OF BLOCK 368, A DISTANCE OF 143.15 FEET TO THE CENTERLINE OF A VACATED ALLEY (LIBER 1187, PAGE 532); THENCE NORTH 51 DEGREES 43 MINUTES 29 SECONDS EAST, ALONG SAID CENTERLINE, A DISTANCE OF 67.36 FEET; THENCE SOUTH 37 DEGREES 53 MINUTES 21 SECONDS EAST, A DISTANCE OF 143.17 FEET TO THE SOUTHERN LINE OF BLOCK 368; THENCE SOUTH 51 DEGREES 44 MINUTES 00 SECONDS WEST ALONG SAID SOUTHERN LINE, A DISTANCE OF 67.36 FEET TO THE SOUTHWEST CORNER OF BLOCK 368 AND THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO A NON-BUILDABLE EASEMENT FOR PUBIC UTILITIES OVER THE VACATED ALLEY (LIBER 1187, PAGE 532), BEING 10 FEET EITHER SIDE OF A CENTERLINE WHICH IS DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 368, CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, REVISED PLAT OF 1903, THENCE NORTH 37 DEGREES 53 MINUTES 21 SECONDS WEST, A DISTANCE OF 143.15 FEET TO THE CENTERLINE OF SAID VACATED ALLEY AND THE POINT OF BEGINNING; THENCE NORTH 51 DEGREES 43 MINUTES 29 SECONDS EAST, ALONG SAID CENTERLINE, A DISTANCE OF 399.09 FEET TO THE POINT OF ENDING.

THE ABOVE-DESCRIBED EASEMENT PARCEL SHALL NOT BE ALTERED, CHANGED OR RESTRICTED IN ANY MANNER WITHOUT THE PRIOR WRITTEN CONSENT OF THE CITY OF MUSKEGON.

SAID PARCEL CONTAINS 9,642 SQUARE FEET OR 0.22 ACRES, MORE OR LESS.

PARCEL F:

CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, REVISED PLAT OF 1903, PART OF BLOCK 368 DESCRIBED AS: COMMENCING AT POINT B, SAID POINT BEING THE

SOUTHWEST CORNER OF BLOCK 368; THENCE NORTH 51 DEGREES 44 MINUTES 00 SECONDS EAST, ALONG THE SOUTHERN LINE OF BLOCK 368, A DISTANCE OF 67.36 FEET TO THE POINT OF BEGINNING; THENCE NORTH 37 DEGREES 53 MINUTES 21 SECONDS WEST, A DISTANCE OF 143.17 FEET TO THE CENTERLINE OF A VACATED ALLEY (LIBER 1187, PAGE 532); THENCE NORTH 51 DEGREES 43 MINUTES 29 SECONDS EAST, ALONG SAID CENTERLINE, A DISTANCE OF 60.00 FEET; THENCE SOUTH 37 DEGREES 53 MINUTES 21 SECONDS EAST, A DISTANCE OF 143.18 FEET TO THE SOUTHERN LINE OF BLOCK 368; THENCE SOUTH 51 DEGREES 44 MINUTES 00 SECONDS WEST ALONG SAID SOUTHERN LINE, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO A NON-BUILDABLE EASEMENT FOR PUBIC UTILITIES OVER THE VACATED ALLEY (LIBER 1187, PAGE 532), BEING 10 FEET EITHER SIDE OF A CENTERLINE WHICH IS DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 368, CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, REVISED PLAT OF 1903, THENCE NORTH 37 DEGREES 53 MINUTES 21 SECONDS WEST, A DISTANCE OF 143.15 FEET TO THE CENTERLINE OF SAID VACATED ALLEY AND THE POINT OF BEGINNING; THENCE NORTH 51 DEGREES 43 MINUTES 29 SECONDS EAST, ALONG SAID CENTERLINE, A DISTANCE OF 399.09 FEET TO THE POINT OF ENDING.

THE ABOVE-DESCRIBED EASEMENT PARCEL SHALL NOT BE ALTERED, CHANGED OR RESTRICTED IN ANY MANNER WITHOUT THE PRIOR WRITTEN CONSENT OF THE CITY OF MUSKEGON.

SAID PARCEL CONTAINS 8,590 SQUARE FEET OR 0.20 ACRES, MORE OR LESS.

PARCEL G:

CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, REVISED PLAT OF 1903, PART OF BLOCK 368 08DESCRIBED AS: COMMENCING AT POINT B, SAID POINT BEING THE SOUTHWEST CORNER OF BLOCK 368; THENCE NORTH 51 DEGREES 44 MINUTES 00 SECONDS EAST, ALONG THE SOUTHERN LINE OF BLOCK 368, A DISTANCE OF 127.36 FEET TO THE POINT OF BEGINNING, THENCE NORTH 37 DEGREES 53 MINUTES 21 SECONDS WEST, A DISTANCE OF 143.18 FEET TO THE CENTERLINE OF A VACATED ALLEY (LIBER 1187, PAGE 532); THENCE NORTH 51 DEGREES 43 MINUTES 29 SECONDS EAST, ALONG SAID CENTERLINE, A DISTANCE OF 75.00 FEET; THENCE SOUTH 37 DEGREES 53 MINUTES 21 SECONDS EAST, A DISTANCE OF 143.19 FEET TO THE SOUTHERN LINE OF BLOCK 368; THENCE SOUTH 51 DEGREES 44 MINUTES 00 SECONDS WEST, ALONG SAID SOUTHERN LINE, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO A NON-BUILDABLE EASEMENT FOR PUBIC UTILITIES OVER THE VACATED ALLEY (LIBER 1187, PAGE 532), BEING 10 FEET EITHER SIDE OF A CENTERLINE WHICH IS DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 368, CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, REVISED PLAT OF 1903, THENCE NORTH 37 DEGREES 53 MINUTES 21 SECONDS WEST, A DISTANCE OF 143.15 FEET TO THE CENTERLINE OF SAID VACATED ALLEY AND THE POINT OF BEGINNING; THENCE NORTH 51 DEGREES 43 MINUTES 29 SECONDS EAST, ALONG SAID CENTERLINE, A DISTANCE OF 399.09 FEET TO THE POINT OF ENDING.

THE ABOVE-DESCRIBED EASEMENT PARCEL SHALL NOT BE ALTERED, CHANGED OR RESTRICTED IN ANY MANNER WITHOUT THE PRIOR WRITTEN CONSENT OF THE CITY OF MUSKEGON.

SAID PARCEL CONTAINS 10,739 SQUARE FEET OR 0.25 ACRES, MORE OR LESS.

PARCEL H:

CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, REVISED PLAT OF 1903, PART OF BLOCK 368 DESCRIBED AS: COMMENCING AT POINT B, SAID POINT BEING THE SOUTHWEST CORNER OF BLOCK 368; THENCE NORTH 51 DEGREES 44 MINUTES 00 SECONDS EAST, ALONG THE SOUTHERN LINE OF BLOCK 368, A DISTANCE OF 202.36 FEET TO THE POINT OF BEGINNING, THENCE NORTH 37 DEGREES 53 MINUTES 21 SECONDS WEST, A DISTANCE OF 143.19 FEET TO THE CENTERLINE OF A VACATED ALLEY (LIBER 1187, PAGE 532); THENCE NORTH 51 DEGREES 43 MINUTES 29 SECONDS EAST, ALONG SAID CENTERLINE, A DISTANCE OF 37.42 FEET; THENCE SOUTH 37 DEGREES 53 MINUTES 21 SECONDS EAST, A DISTANCE OF 10.00 FEET TO THE SOUTHERLY LINE OF SAID VACATED ALLEY; THENCE NORTH 51 DEGREES 43 MINUTES 29 SECONDS EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 22.58 FEET; THENCE SOUTH 37 DEGREES 53 MINUTES 21 SECONDS EAST, A DISTANCE OF 133.20 FEET TO THE SOUTHERN LINE OF BLOCK 368; THENCE SOUTH 51 DEGREES 44 MINUTES 00 SECONDS WEST, ALONG SAID SOUTHERN LINE, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO A NON-BUILDABLE EASEMENT FOR PUBIC UTILITIES OVER THE VACATED ALLEY (LIBER 1187, PAGE 532), BEING 10 FEET EITHER SIDE OF A CENTERLINE WHICH IS DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 368, CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, REVISED PLAT OF 1903, THENCE NORTH 37 DEGREES 53 MINUTES 21 SECONDS WEST, A DISTANCE OF 143.15 FEET TO THE CENTERLINE OF SAID VACATED ALLEY AND THE POINT OF BEGINNING; THENCE NORTH 51 DEGREES 43 MINUTES 29 SECONDS EAST, ALONG SAID CENTERLINE, A DISTANCE OF 399.09 FEET TO THE POINT OF ENDING.

THE ABOVE-DESCRIBED EASEMENT PARCEL SHALL NOT BE ALTERED, CHANGED OR RESTRICTED IN ANY MANNER WITHOUT THE PRIOR WRITTEN CONSENT OF THE CITY OF MUSKEGON.

SAID PARCEL CONTAINS 8,366 SQUARE FEET OR 0.19 ACRES, MORE OR LESS.

PARCEL I:

CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, REVISED PLAT OF 1903, PART OF BLOCK 368 DESCRIBED AS: COMMENCING AT POINT B, SAID POINT BEING THE SOUTHWEST CORNER OF BLOCK 368; THENCE NORTH 51 DEGREES 44 MINUTES 00 SECONDS EAST, ALONG THE SOUTHERN LINE OF BLOCK 368, A DISTANCE OF 262.36 FEET TO THE POINT OF BEGINNING, THENCE NORTH 37 DEGREES 53 MINUTES 21 SECONDS WEST, A DISTANCE OF 133.20 FEET TO THE SOUTHERLY LINE OF A VACATED ALLEY (LIBER 1187, PAGE 532); THENCE NORTH 51 DEGREES 43 MINUTES 29 SECONDS EAST,

ALONG SAID SOUTHERLY LINE, A DISTANCE OF 70.18 FEET; THENCE SOUTH 37 DEGREES 48 MINUTES 44 SECONDS EAST, A DISTANCE OF 133.21 FEET TO THE SOUTHERN LINE OF BLOCK 368; THENCE SOUTH 51 DEGREES 44 MINUTES 00 SECONDS WEST, ALONG SAID SOUTHERN LINE, A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO A NON-BUILDABLE EASEMENT FOR PUBIC UTILITIES OVER THE VACATED ALLEY (LIBER 1187, PAGE 532), BEING 10 FEET EITHER SIDE OF A CENTERLINE WHICH IS DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 368, CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, REVISED PLAT OF 1903, THENCE NORTH 37 DEGREES 53 MINUTES 21 SECONDS WEST, A DISTANCE OF 143.15 FEET TO THE CENTERLINE OF SAID VACATED ALLEY AND THE POINT OF BEGINNING; THENCE NORTH 51 DEGREES 43 MINUTES 29 SECONDS EAST, ALONG SAID CENTERLINE, A DISTANCE OF 399.09 FEET TO THE POINT OF ENDING.

THE ABOVE-DESCRIBED EASEMENT PARCEL SHALL NOT BE ALTERED, CHANGED OR RESTRICTED IN ANY MANNER WITHOUT THE PRIOR WRITTEN CONSENT OF THE CITY OF MUSKEGON.

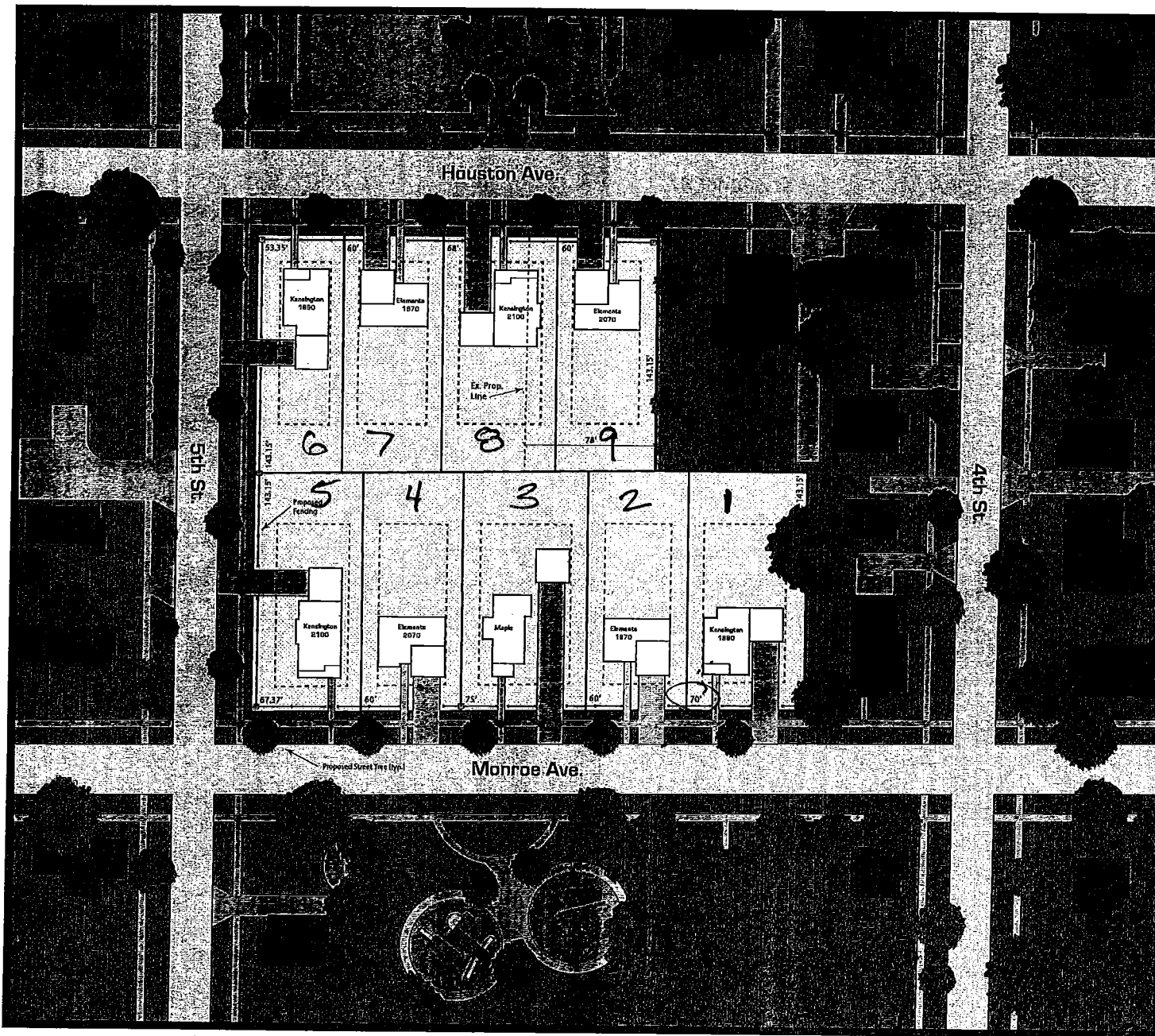
SAID PARCEL CONTAINS 9,336 SQUARE FEET OR 0.21 ACRES, MORE OR LESS.

EXHIBIT C

PLANS AND SPECIFICATIONS

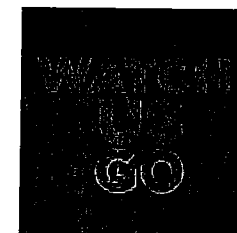
EXHIBIT D

SITE PLAN



CITY OF MUSKEGON

MONROE & HOUSTON AVE. REDEVELOPMENT PROJECT



Prepared By:
ALLEN EDWIN HOMES
2186 East Centre Avenue
Portage, MI 49002
PH: 269-321-2600



9/3/15

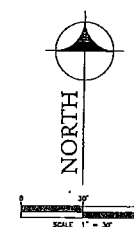


EXHIBIT E

CHANGE ORDERS

Owner has requested, and Builder agrees to the following Modifications to the Plans with the cost/credit set forth below:

MODIFICATION	COST	CREDIT	ADJUSTED PRICE

Builder - ALLEN EDWIN HOME BUILDERS, LLC

By: _____
Name: _____
Title: _____
Date: _____

Owner – THE CITYOF MUSKEGON

By: _____
Name: _____
Title: _____
Date: _____

[illegible]

[illegible]

EXHIBIT F

LONG TERM WARRANTY

EXHIBIT G

PERMITTED ENCUMBRANCES

RESIDENTIAL CONSTRUCTION AGREEMENT

OWNER

THE CITY OF MUSKEGON

BUILDER

ALLEN EDWIN HOME BUILDERS, LLC